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17.

FURTHER
REPORT
OF THE
COMMISSIONERS

APPOINTED IN PURSUANCE OF TWO SEVERAL ACTS OF PARLIAMENT ;

The one made and passed in the 58th Year of His late Majesty,
Cap. 91, intituled

*“ An Act for appointing Commissioners to inquire concerning Charities in
England for the Education of the Poor ; ”*

And the other made and passed in the 59th Year of His late
Majesty, Cap. 81, intituled

*“ An Act to amend an Act of the last Session of Parliament, for appointing
Commissioners to inquire concerning Charities in England for the Education
of the Poor ; and to extend the Powers thereof to other Charities in England
and Wales. ”*

And both of which Acts have been continued by an Act passed in the
5th Year of His present Majesty, Cap. 58.

(Dated 27th JANUARY 1827.)

Ordered to be printed 6th March 1828.

21113

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FURTHER
R E P O R T
OF
THE COMMISSIONERS
FOR INQUIRING CONCERNING
CHARITIES.

TO THE
KING'S MOST EXCELLENT MAJESTY.

WE, the Commissioners appointed by a Commission under the Great Seal, bearing date the 5th Day of August, in the first year of Your MAJESTY'S reign, to inquire concerning CHARITIES in *England* and *Wales*;

Introductory
Report.

DO FURTHER HUMBLY REPORT,

THAT we have proceeded with the Inquiries intrusted to us, and that the result of such Investigations as we have been enabled to complete since the presentation of our last Report, will be found in the ensuing pages.

27th January 1827.

COUNTY OF DERBY.

BOROUGH OF DERBY : Charities under the management of the Corporation : Grammar school. Sir Thomas White's charity. Sale's charity. John Walton's charity. Botham's charity. Crowshaw's charities. Countess of Devonshire's charity. Glossop's charity. Osborne's charity. Jane Walton's charity. Walthall's charity. Kilbye's charity. Ash's charity. Countess of Shrewsbury's charity. Wilmot's almshouses. Linacre's charity. Large's hospital. Byrom's charity. Cundy's charity. Parish of All Saints : Charities of the Countess of Devonshire and others.	Parish of All Saints—<i>continued.</i> Swetnam's charity. Stone's charity. Harpur's charity. Beaumont's charity. Rents of 10s. and 6s. 8d. Duffield's charity. Ward's charity. Moore's charity. Goodwin's charity. Charity for gowns for poor widows. Parish of St. Alkmund : Charities of the Countess of Devonshire and others. Swetnam's charity. Nayler's charity. Parish land. Parish of St. Michael : Charities of the Countess of Devonshire and others. Botham's charity. Deane's charity. Nayler's charity. Parish lands.	Parish of St. Peter : Liversage's charity. Charities of Osborne and Stables. Charities of the Countess of Devonshire and others. Babington's charity. Wilcox's charity. Cundy's charity. Jackson's charity. Brough's charity. Parish of St. Werburgh : Charities of the Countess of Devonshire and others. Ash's charity. Botham's charity. Fletcher's charity. Brough's charity. Cheshire's charity. Deane's charity. Jones's charity. Bloodworth's charity. Day's charity. John Gisborne's charity. Cundy's charity. Fowler's charity. Haughton's charity. Potter's charity. Parish land.
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COUNTY OF DERBY.

BOROUGH OF DERBY.

CHARITIES UNDER THE MANAGEMENT OF THE CORPORATION.

GRAMMAR SCHOOL.

QUEEN MARY, by Charter, bearing date 21st May, in the first year of her reign (1554) gave and granted to the bailiffs and burgesses of the town of Derby, and their successors, for ever, divers messuages, lands, &c. in that town and elsewhere in the county of Derby, subject to certain yearly payments therein mentioned; and her Majesty ordained and granted that thenceforward there should be one free grammar-school for the instruction and education of boys and youths in the said town of Derby, to be for ever supported by the bailiffs and burgesses of that town, and that the said bailiffs and burgesses, and their successors, out of the revenues of the premises thereby granted, should yearly, for ever, pay to the master and under-master for the time being of such free grammar-school, 13*l.* 6*s.* 8*d.*

In 1638 King Charles the First granted a new charter to the corporation of Derby, by the name of the Mayor and Burgesses of the Borough of Derby.

The grammar-school, which adjoins to St. Peter's church-yard in Derby, consists of a large room below, and some smaller rooms above. The building is kept in repair by the corporation, and it is stated to be now in fair condition. One of the end-walls of it was rebuilt about five years ago.

The Rev. James Bligh, the present master of this school, was appointed to that situation by the corporation in 1793, with a yearly salary of 40*l.* payable out of their revenues, and a salary of the same amount appears to have been previously paid by that body.

Until the year 1813 there was also an usher of this school, with a yearly salary of 20*l.* paid by the corporation, but the person who held that office having died in that year, and the number of boys in the school being very small, no successor was appointed. The corporation also pay 7*s.* 6*d.* a year for cleaning the school.

Derby.

Grammar School,
continued.

It has been considered by the corporation that all the payments made by them beyond the annual sum of 13*l.* 6*s.* 8*d.* directed by the charter, have been voluntary on their part. It appears, however, that *Jane Walton*, by her Will, bearing date 23d November 1605, and proved in the Consistory Court of Lichfield in the following year, gave 40*l.* to the bailiffs and common council of Derby, to be employed by them to the best relief of the head schoolmaster and usher, teaching in the free-school of Derby, so as the stock might continue for that use for ever. A small part therefore of the salaries of the master and usher was referable to the interest of this legacy.

In addition to the above, an annual sum of 20*l.* is paid by the master and fellows of Emanuel College, Cambridge, towards the support of this school, in respect of Francis Ash's charity, which payment, as the trust relating to it is vested in the college, does not fall within the scope of our investigation.

When there was an usher two-thirds of this sum were paid to the schoolmaster, and the remaining third to the usher. The whole is now paid to the master.

All the sons of burgesses of Derby are considered as being entitled to gratuitous instruction in the classics at this school. At the time of our investigation there were only two boys in the school, both sons of burgesses. Mr. Bligh states, that he is constant in his attendance at the school, and ready to receive any boys who are entitled to be taught freely.

This school appears to have been formerly in considerable repute, both for boarders and day scholars, and it is to be regretted (to whatever cause it may be attributable) that the number of scholars is now so small, and that so little advantage is derived from the establishment.

SIR THOMAS WHITE'S CHARITY.

Sir T. White's
Charity.

The borough of Derby is entitled to a portion of Sir *Thomas White's* charity founded in 1566, in respect of which sums are paid by the corporation of Bristol to various cities and towns, to be employed in loans to poor men; but we conceive that a visitatorial power given by the founder over this branch of his charity to two persons, to be nominated respectively by the corporation of Bristol, and the president and scholars of St. John's College, Oxford, precludes us from entering into the investigation of it.

SALE'S CHARITY.

Sale's Charity.

The Rev. *William Sale*, by his Will, bearing date 14th July 1588, and proved in the Prerogative Court of Canterbury, gave to the town of Derby 20*l.* to the use of four poor artificers thereof, 5*l.* a piece, the same poor men to be named by the magistrates of the said town, to enjoy the same for four years, giving good surety for the repayment thereof, and so to continue for ever.

The above-mentioned sum of 20*l.* given by William Sale, and the sums of 100*l.* given by John Walton, 100*l.* given by William Botham, and 200*l.* given by Richard Crowshaw, for loans to poor persons of Derby, the particulars of which are hereinafter stated, appear from the corporation-books to have been from time to time lent out by the corporation until about the year 1770. At a Common Hall, held on 27th October 1786, a report was confirmed of a committee which had been appointed to inquire into the state of the charitable donations vested in the corporation, and from this report it appears, that for some years previous to 1783, instead of these sums having been lent out, as directed by the donors thereof, the interest of them had been applied by the corporation to persons considered proper objects; that the reason why the interest had been thus paid instead of the principal sums being advanced was, that several sums had been lost by the insolvency of the persons to whom the same had been lent, and which the corporation had reinstated; and that the reason why, lately, neither the principal sums had been advanced, nor the interest paid, was that the corporation expected that they should be called before one of the masters of the Court of Chancery, to whom, on the hearing of a cause instituted against that body some years before that time, the same had been referred, and that some directions thereon would be given by the court; but that the committee not conceiving it probable that the relators would then proceed, recommended the corporation to apply the interest then due, from the respective periods when the last interest had been paid up, to the periods when the said respective sums should be advanced; and that from thenceforth they should lend out those sums as directed by the donors; and the interest then due appears to have been calculated and distributed accordingly.

Notwithstanding the recommendation of this committee, we find no trace of any advance of principal, or application of interest from an account of these charities, from 1786 until 1820. In February in that year the sums of 20*l.* 100*l.* 100*l.* and 200*l.* were transferred at the bank of Messrs. Crompton and Newton, of Derby, from the corporation funds, to separate accounts for these four charities respectively, and the following sums have since been lent out to poor artificers or tradesmen, being burgesses of Derby, under the direction of John Bell Crompton, Esq. who was one of a committee appointed by the corporation in 1819 to inquire into the loan charities.

Derby.
Sale's Charity,
continued.

In respect of Sale's Charity :

February 1821, one sum of 5*l.* }
February 1822, one ditto } for four years.

These sums were, on account of the smallness of their amount, lent on promissory notes, with one surety to each.

In respect of Botham's Charity :

March 1820, three sums of 20*l.* }
April 1820, two ditto - - } for six years, on bonds with two sureties.

In April 1826 these sums were repaid ; and at the time of our investigation, in May in that year, applications had been made and acceded to for the loans of three of them, bonds for which were in preparation, and it was intended that the two other sums should be lent in the same manner, when applied for by proper persons.

In respect of Crowshaw's Charity :

March 1820, six sums of 20*l.* }
April 1820, four ditto - - }
October 1821, one ditto - - } For four years, on bonds
February 1824, five ditto - - } with two sureties.
March 1824, three ditto - - }
May 1824, one ditto - - }
October 1824, one ditto - - }

The expense of the stamp and of preparing the bond is paid for by the persons to whom the loans are made.

In respect of John Walton's charity no loans have been made since the opening of the new accounts of these charities in 1820. The sums to be lent therefrom being limited to 10*l.*, and the duration of the loans to four years, there is no sufficient inducement to any person to incur the expense of a bond.

The suit in Chancery above alluded to as having been instituted against the corporation was an information filed in 1773, in the name of the attorney-general, at the relation of James Denston and others, against the mayor and burgesses, respecting these and other charities, in which a decree of the Lord Chancellor was made in 1778, directing (amongst other things) an account to be taken before the master of the sums for loans received by the corporation in respect of the charities of Sir Thomas White, John Walton, William Walthall, and Richard Crowshaw, but it does not appear that any proceedings ever took place in this suit subsequent to the decree.

JOHN WALTON'S CHARITY.

The Rev. *John Walton*, by his Will, bearing date 19th May 1603, and proved in the Prerogative Court of Canterbury, gave 100*l.* to be lent to 10 poor honest tradesmen within the borough of Derby, to be named by the bailiffs, and common-hall or council of the said borough, to every man 10*l.* for four years gratis, every man putting in such security as the said bailiffs and common-hall should take for the repayment of the said money at four years end, to be lent to 10 others, and so from four years to four years for ever.

John Walton's
Charity.

At the end of the will is added the form of the condition of the bond, which was to be given by the persons to whom the portions of the said 100*l.* were to be lent.

BOTHAM'S CHARITY.

William Botham, by his Will, bearing date 7th February 1603, and proved in the Prerogative Court of Canterbury, gave to the bailiffs of the borough of Derby, and their successors, 100*l.* to be put forth to five poor men, to every

Botham's Charity.

Derby.

Botham's Charity,
continued.

one of them 20*l.* for six years to be employed in clothing only, taking sufficient sureties for repayment of the same at the end of the said six years, and then to be put out again in like sort to five others, and so from six years to six years, without any consideration to be taken for the same.

CROWSHAW'S CHARITIES.

Crowshaw's
Charities.

By Deed, bearing date 27th July 1630, between *Richard Crowshaw*, of London, esq., of the one part, and the bailiffs and burgesses of the borough of Derby, of the other part; the said bailiffs and burgesses, in consideration of 200*l.* given by the said *Richard Crowshaw*, to be disposed as thereafter mentioned, covenanted with the said *Richard Crowshaw* that they and their successors should for ever lend to 10 honest diligent poor tradesmen, free burgesses of the said borough, to every one of them 20*l.* for three years, without any use or consideration for the same, so as good security should be first given to the said bailiffs and burgesses by every such person to whom such 20*l.* should be lent, with two sufficient sureties, burgesses of the said borough, by bond in the sum of 40*l.*, with condition for repayment of the said 20*l.* to the bailiffs and burgesses, and their successors, at the end of three years then next; and that at the end of the said three years they should lend the said 10 several sums of 20*l.* to 10 other such poor tradesmen, burgesses of the said borough, for three years; or if it should appear to the bailiffs and burgesses, that any of those that had 20*l.* for the last three years had more need than others, that they might on such security continue any of the said loans in the hands of such burgesses for three years longer. And the said bailiffs thereby covenanted to preserve the said stock of 200*l.*, to be employed as aforesaid, if any loss by insufficiency of sureties or otherwise should happen to be thereof, and to dispose of the said 200*l.* every three years in manner aforesaid.

The said *Richard Crowshaw*, by his Will, bearing date 26th April 1631, and proved in the Prerogative Court of Canterbury, gave to the bailiffs and burgesses of Derby 1,250*l.*, to the intent that they and their successors should pay 20*l.* yearly for ever to an able and sufficient preacher to read a weekly lecture every Friday in the forenoon, in the parish church of Allhallows in Derby, and should pay 15*l.* yearly for ever for and towards the relief of seven poor ancient inhabitants of the said town of Derby, such as had lived in good fame and reputation, and had been laborious in their callings, to be distributed to them weekly every Sunday in the forenoon, after divine service, in the parish church of Allhallows, in bread and cheese, and money, to every one of said poor inhabitants, 4*d.* in good household bread, 2*d.* in good wholesome cheese, and 3*d.* in money. And he directed that such poor as should be partakers of his said gift one week, should not (except there should be great necessity and just cause) participate thereof the next week following, but that the same should be distributed to other poor of the said town, at the discretion of the bailiffs and burgesses for the time being; and to the further intent, that said bailiffs and burgesses, and their successors, should pay 28*l.* yearly for ever for and towards the relief of eight poor ancient inhabitants of the towns of Markeaton and Mackworth, in the said county of Derby, such as had lived in good fame and reputation, and had been laborious in their callings, to be distributed to them weekly, every Sunday in the forenoon, after divine service, in the parish church of Mackworth aforesaid, in bread and cheese, and money, to every one of the said eight poor inhabitants, 6*d.* in good household bread, 4*d.* in good wholesome cheese, and 6*d.* in money, such poor to be nominated and chosen from time to time at the discretion of the parsons, churchwardens, and four, six, or more, of the best and chiefest inhabitants of the said parishes; and he directed that such poor as should be partakers of that his gift one week, should not, without great necessity and just cause, participate thereof the next week following, but that the same should be distributed to other poor of the said towns. And his will was, that his said gifts should be distributed from week to week where most need and necessity should appear to be; and that such remainder as should be left of his said several gifts, should be given to the clerks and sextons of the said several places.

And the said *Richard Crowshaw*, by his said will, gave to the said bailiffs and burgesses of Derby 100*l.* more, upon condition that they and their successors for the time being should give security, by the common seal of their corporation,

puration, to his executors, that the same money should remain for ever for a stock to be lent from three years to three years unto six, eight, or ten honest poor householders and tradesmen that should be of good fame and reputation, dwellers in the said towns of Markeaton and Mackworth, upon sufficient security to be given to the bailiffs and burgesses for the repayment thereof from time to time, at the end of three years. And he directed that such poor householders should yearly, from time to time, pay for the same amongst them all, 40*s.* yearly, which should be given and distributed from year to year for ever, for and towards the relief of the poorest sort of inhabitants of the said two towns; and that such poor householders and tradesmen to whom the said 100*l.* was to be lent, should be from time to time nominated and chosen by six, eight, or more, of the chief inhabitants of the said towns; and that especial care should be had by the said chief parishioners that security should be given for the said money, and that the said 40*s.* yearly might be distributed to such poor where most need was, at the discretion of the said chief inhabitants.

By Indenture, bearing date 1st October 1698, between the mayor and burgesses of the borough of Derby, of the first part, Samuel Dalton and Jonathan Sleigh, of the second part; Thomas Parker, esquire, recorder of Derby, and 18 others of that borough, Francis Agard, and two others, of Markeaton, and John Bennett, and two others, of Mackworth, of the third part; and Edmund Parker, and nine others, of Derby, William Mountford, and two others, of Markeaton, and John Moore and another, of Mackworth, of the fourth part; reciting the above-mentioned bequest of Richard Crowshaw of 1,250*l.* to the bailiffs and burgesses of Derby, to the intent that they should pay the yearly sums specified in his will to the charitable purposes therein mentioned; and reciting, that two of his executors in 1632 paid the said 1,250*l.* to the then bailiffs and burgesses; and that they by deed, bearing date 31st March in that year, covenanted with those executors to pay the said charitable gifts according to the intent of the said will; and reciting, that the said bailiffs and burgesses surrendered their charter to King Charles the First, and were again incorporated by the name of the mayor and burgesses of the borough of Derby; and reciting, that in the month of March in the 17th Car. I. the said mayor and burgesses laid out 1,000*l.* part of the said 1,250*l.* in the purchase of the following closes, parcel of certain grounds called Rowditches, in the parish of Mackworth; viz. one close, then in the tenure of Robert Brookhouse; one other close, then in the possession of George Allestrey; one other close, divided into two parts, then in the possession of Robert Jerrom and William Stanford; and one other close, divided into two parts, then in the possession of Adam Durning; and took a lease of the same closes, bearing date 1st March, 17 Chas. I., for 80 years, from Thomas Allestrey and Roger Allestrey, in whom the fee-simple thereof was then vested, under a peppercorn rent; and also took a conveyance, bearing date 25th of the same month of March, of the reversion of the same closes in the names of Joseph Parker and Robert Mellor, aldermen, Edward Walker and John Dalton, brethren, and Robert Parker and Jervase Bennett, chief burgesses of the said borough, and their heirs, from William, Thomas, and Roger Allestrey, subject to and in trust for securing the said charitable uses before mentioned; and reciting, that the said mayor and burgesses in September 1646 laid out 120*l.* more of the said 1,250*l.* in the purchase of a close called Horse Close, parcel of the said Rowditches, and took a conveyance thereof in fee by deed, bearing date 30th of the same month of September, in the names of Thomas Sleigh, Thomas Youle, and Humphrey Yeates, from the said William, Thomas, and Roger Allestrey, and John Chamberlain, subject to and in trust for securing the charitable uses before mentioned; and reciting, that the said John Dalton survived his co-trustees, leaving the said Samuel Dalton, his son and heir-at-law; and that the said Thomas Sleigh survived his co-trustees; and that the said close called Horse Close was then vested in the said Jonathan Sleigh, as his grandson and heir-at-law; and reciting, that the said mayor and burgesses had agreed to fix and settle an undoubted security for them and their successors for ever thereafter, to perform the said trust for the benefit of the said charitable uses, and from time to time to pay the several sums by the will of the said Richard Crowshaw appointed to be paid for such charitable uses, without deduction in respect of taxes, duties, or outgoings whatsoever, to the King or to the church, or poor or otherwise, and to assign over the remainder of the said term of 80 years; and as well to make a lease of a close in Little Chester, called Botham's Close, as to join with the said Jonathan Sleigh in a demise of the said

**Crowshaw's
Charities,
*continued.***

In respect of the charities founded by Mr. Crowshaw's will, the corporation, who are the owners of the farm in the parish of Mackworth called Rowditches, including Horse Close, and of Botham's Close, situate at Little Chester, near Derby, which premises are let at rents considerably more than sufficient to satisfy the yearly sum of 63*l.* charged thereon by the deed of 1698, make the following payments :

To a clergyman appointed by the corporation for reading a lecture every Friday in All Saints Church	- - - - -		£.	s.	d.
For seven sixpenny loaves distributed every Sunday at All Saints Church	- - - - -	£.	9	2	-
For a distribution every Sunday of 3 <i>d.</i> each to the seven poor persons who receive the bread	- - - - -		4	11	-
To the parish-clerk of All Saints, being the residue of the sum of 15 <i>l.</i>	- - - - -		1	7	-
				15	- -
For eight tenpenny loaves distributed every Sunday at Mackworth Church to poor persons of Mackworth and Markeaton	- - - - -	17	6	8	
For a distribution every Sunday of 6 <i>d.</i> each in money to the eight persons receiving the bread at those places	- - - - -	10	8	-	
To the parish-clerk of Mackworth, being the residue of the sum of 28 <i>l.</i>	- - - - -	-	5	4	
				28	- -
		£.	63	-	-

The loaves provided for the poor of the town of Derby are sent every Sunday to All Saints Church, where they are distributed before morning service by the parish-clerk, together with the above-mentioned weekly allowances of money to seven poor persons of one of the five parishes of Derby, according to a rotation of five weeks, of which the distribution for two weeks is appropriated to the parish of All Saints, one week to St. Alkmund's and St. Michael's, one week to St. Peter's, and one week to St. Werburgh's, the churchwardens of each of the parishes (except All Saints) sending in turn to the clerk a list of the persons to whom the distribution is to be made. It appears to have been for a long time the custom to distribute in bread only, both at Derby and at Mackworth, the amount which the donor directed to be given partly in bread and partly in cheese.

The 100*l.* given by Mr. Crowshaw's will to be lent in sums of 10*l.* each to poor householders and tradesmen of Mackworth and Markeaton, at 2*l.* per cent. interest, does not appear to have been so lent, and probably no persons willing to take loans on those terms, and able to give the required security, could now be found. This sum of 100*l.* has been placed by the corporation in the bank of Messrs. Crompton and Newton, who have paid interest for it at 2½ per cent. to Christmas 1825, and this interest has been divided for distribution in equal moities, between the respective churchwardens of Mackworth and Markeaton.

The particulars of the application of this interest, and of the above-mentioned weekly distribution of bread and money to the poor of these places, will be stated in a subsequent part of this report.

In the before-mentioned information in the Court of Chancery filed in 1773, the names of the parish-clerks and sextons of the five parishes in Derby, and of the parish of Mackworth, were (amongst others) inserted as relators, with a view (as it should seem) of asserting a claim to the residue of the rents and profits of the premises specified in the deed of 1698, as having been purchased with the sum of 1,250*l.* given by Mr. Crowshaw, beyond the sums charged thereon by that deed. But by the decree of 1778, the information, as far as it sought relief as to the charitable gift of 1,250*l.* under Mr. Crowshaw's will, was dismissed; and it appears to us that Mr. Crowshaw in directing that such remainder as should be left of his several gifts should be given to the clerks and sextons of the several places mentioned in the will, alluded only to the sums of 1*l.* 7*s.* and 5*s.* 4*d.*, being the respective residues of the annual sums of 15*l.* and 28*l.*, which residues are now given to the respective parish-clerks of All Saints and Mackworth.

!COUNTESS OF DEVONSHIRE'S CHARITY.

Christian, Countess of Devonshire, by a codicil to her Will in 1674, gave to the poor of the town of Derby 100*l.*

Countess of Devonshire's Charity.

In an old account-book belonging to the parish of All Saints, it is stated that 100*l.* was given by the above-mentioned countess to raise 6*l.* per annum for ever, to be yearly distributed amongst the poor of the borough of Derby on the 20th of June.

A sum of 420*l.* was given by the same countess's will for the purchase of lands, the yearly profits of which she directed to be disposed of in placing and binding out apprentices poor children born in the town of Derby, and the town of Edensor in this county. The statement of the particulars of this charity for apprenticing is necessarily deferred to a future Report.

GLOSSOP'S CHARITY.

It is stated in the same book that *Anthony Glossop* gave 20*l.*, to raise 30*s.* per annum for ever for the use of the poor of this borough, payable on Good Friday.

Glossop's Charity.

OSBORNE'S CHARITY.

It is also stated in the same book, that *Edward Osborne* gave 50*s.* yearly, issuing out of Chester Green to the poor of this borough.

Osborne's Charity.

The corporation are in the possession of lands in the neighbourhood of Chester Green.

We have not found the instruments by which this and the preceding donation were given. The respective sums of 6*l.*, 1*l.* 10*s.* and 2*l.* 10*s.* are paid by the corporation in respect of the charities of the countess of Devon, Glossopp, and Osborne, and are disposed of in the manner hereinafter mentioned in the account of Kilbye's Charity.

JANE WALTON'S CHARITY.

Derby.

Jane Walton's
Charity.

Jane Walton, whose legacy for the relief of the master and usher of the free-school, has been already mentioned, by her Will in 1605 gave 40*l.* to the bailiffs and common-council of Derby, and directed that the benefit that might arise by the employment thereof should be given to the poor within the borough of Derby, on Christmas Eve and Good Friday, at the discretion of the said bailiffs and common-council for ever.

The annual sum of 3*l.* appears to have been for a great length of time paid by the corporation as the interest of this legacy. Its application will be stated in the account of Kilbye's charity.

WALTHALL'S CHARITY.

Walthall's Charity.

William Walthall, by his Will, bearing date 16th July 1608, and proved in the Prerogative Court of Canterbury, gave to the bailiffs, brotherhood, and commonalty of the town of Derby, 100*l.* to be lent out to four poor young men, occupiers and traders in that town, by 25*l.* a-piece for five years, and then to four other young men from five years to five years for ever, putting in two good sureties besides the principal, and the principal to allow for the use thereof for every year 20*s.*, being 4*l.* in the whole, for the year, to be distributed yearly to the poor in Derby for ever.

This legacy appears to have been lent out by the corporation in four sums of 25*l.* each from 1630 to 1644, but there is no trace of its having been so lent after that time. The interest of this 100*l.* at four per cent is now paid by the corporation, and applied in the manner stated in the account of Kilbye's charity.

KILBYE'S CHARITY.

Kilbye's Charity.

By indentures, bearing date 14th July 1619, between the bailiffs and burgesses of Derby, of the one part, and William Bradshaw and another, of the other part, reciting, that Richard Kilbye had given to the said bailiffs and burgesses, 20*l.* to the intent that they and their successors should yearly on the Friday before Easter distribute 20*s.* amongst such and so many of the poorest well-disposed persons of the parish of All Saints as should stand in need, and demand the same, as by the discretion of the minister and churchwardens of the said parish should be thought meet; the said bailiffs and burgesses for further securing the said yearly sum of 20*s.* and in consideration of the said sum of 20*l.* granted to the said William Bradshaw, and another, and their heirs, a yearly rent of 40*s.* to be issuing out of all their lands in Derby, with a proviso, that in every year that the said bailiffs and burgesses should pay the said 20*s.* in manner aforesaid, the said rent of 40*s.* should cease and not be paid, with a power to the said William Bradshaw and another to distrain for the said rent upon the lands of the said bailiffs and burgesses.

The yearly interest of the six above-mentioned charities, viz. those of the Countess of Devonshire, Anthony Glossop, Edward Osborne, Jane Walton, William Walthall, and Richard Kilbye, (the last being for the benefit of the poor of the parish of All Saints, and the others for the poor of the borough of Derby generally,) amounting to 18*l.* is paid annually by the chamberlain of the corporation to the churchwardens of the five parishes of Derby, in the following proportions, which appear to have been the same for many years past, and probably were originally fixed on an estimate of the number of the poor in each parish.

	All Saints.	St. Alkmund.	St. Michael.	St. Peter.	St. Werburgh.	TOTAL.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Countess of Devon- shire - - - }	2 8 -	- 16 -	- 8 -	1 4 -	1 4 -	6 - -
Anthony Glossop -	- 12 -	- 4 -	- 2 -	- 6 -	- 6 -	1 10 -
Edward Osborne -	1 - -	- 6 8	- 3 4	- 10 -	- 10 -	2 10 -
Jane Walton -	1 4 -	- 8 -	- 4 -	- 12 -	- 12 -	3 - -
William Walthall -	1 12 -	- 10 8	- 5 4	- 16 -	- 16 -	4 - -
Richard Kilbye -	1 - -	- - -	- - -	- - -	- - -	1 - -
£.	7 16 -	2 5 4	1 2 8	3 8 -	3 8 -	18 - -

The application of the respective portions of these charities in each parish will be stated in subsequent parts of this Report.

ASH'S CHARITY.

Francis Ash, by his Will, bearing date 19th June 1657, and proved in the Prerogative Court of Canterbury in 1664, reciting that he had by Deed, bearing date 6th September 1652, settled upon Sir John Wollaston, knight, and others, as feoffees, in trust for the Goldsmiths Company, certain messuages, &c. lying betwixt Shoe-lane and Fetter-lane in the parish of St. Bride, London, being of the clear yearly value of 63*l.* upon trust, that they should, amongst other sums, pay to the mayor and aldermen of the town of Derby, or to such person as the said mayor and aldermen should by writing under their common seal appoint from time to time, 20*l.* yearly for ever, to be by the said mayor and aldermen disposed of to such uses as by his said will should be directed, declared his will to be that the said mayor and aldermen should pay to the minister of the parish church of St. Werburgh, in the town of Derby, 10*l.* yearly for ever; and to the churchwardens and overseers of the poor of the same parish 3*l.* yearly, for ever, to be by the churchwardens, minister and overseers distributed to the most needy and honest poor of the said parish, half on the 25th March, and the other half on the 24th December, or within six days before each of those days; and that the remaining 7*l.* of the said 20*l.* should be disposed of by the said mayor and aldermen, or the major part of them, for the putting forth apprentice one or two children yearly to some honest man of good calling, the said children being the sons of poor and honest inhabitants of the said town of Derby, the care whereof he committed to the discretion of the said mayor and aldermen; and he directed that if by any accident the rents and profits of the said premises should fall short of the sum of 49*l.* yearly, being the sum total by him directed to be paid by the feoffees, and to be distributed to the town of Derby and the poor of the Goldsmiths Company, with the wardens and officers of that company, over and above the yearly rent of the premises due to the said Company, in such case the said feoffees should abate upon every payment proportionably to what should be wanted of the said 49*l.* as well to the town of Derby as to all others, which were to receive any sum by virtue of the said deed; and that if any abatement should be made of the said 20*l.* payable to the said town of Derby, the mayor and aldermen of the said town should make a proportionable abatement of what should be wanting of the said 20*l.* to the persons that should receive the same.

The particulars of the other portions of this donor's charity were stated in our Eighth Report, page 337, in the account of the charities under the care of the Goldsmiths Company.

The above-mentioned annual sum of 20*l.* is now paid by that company to the corporation of Derby.

It appears from the corporation accounts that for many years previous to 1809, the annual sum of 10*l.* 12*s.* 6*d.* only was received in respect of this charity, which was thus proportionably appropriated:

To the Vicar of St. Werburgh's	-	-	-	-	-	-	-	£.	5	6	3
To the poor of ditto	-	-	-	-	-	-	-	-	1	11	10½
To apprenticing a poor boy	-	-	-	-	-	-	-	-	3	14	4½
								£.	10	12	6

This abatement from the annual payment directed by Mr. Ash, is understood to have been made on account of a part of the premises charged therewith given by him to the Goldsmiths Company having been destroyed by fire.

The Rev. Edwin Unwin, the present vicar of St. Werburgh's parish, having succeeded to that vicarage in 1809, and having found that the annuity given to the vicar by Mr. Ash, had not been paid in full, made an application to the Goldsmiths Company, in consequence of which the full annual sum of 20*l.* has since been received from the company by the corporation, and 10*l.* thereof has been paid to the vicar, but up to the time of our inquiry the payment to the poor of St. Werburgh's had not been increased as it ought to have been from 1*l.* 11*s.* 10½*d.* to 3*l.* per annum; and from 1809 to 1825 inclusive, four boys only had been apprenticed by the corporation from this charity, viz. two in 1810, one in 1811, and one in 1825, with a premium of 3*l.* 14*s.* 6*d.* each, instead of 7*l.* We therefore suggested to the corporation

Derby.

Ash's Charity,
continued.

that an account should be taken from the year 1809 of the surplus of the sums received by the corporation in respect of the two last-mentioned branches of the Charity beyond the sums disbursed by them, and that such surplus should be appropriated to the purposes specified by the donor.

In consequence of this suggestion an account has been made out and produced of the fund for apprenticing, by which it appears that there was due from the corporation, after giving credit for 7*l.* per annum for seventeen years, from 1809 to 1825 inclusive, amounting in the whole to 119*l.* and taking credit for four premiums at 3*l.* 14*s.* 6*d.* each, amounting in the whole to 14*l.* 18*s.*, a balance of 104*l.* 2*s.*, which sum, with the addition of 7*l.* for the year 1826, it was proposed to apply in the apprenticing of seven boys with premiums of 14*l.* each, and one boy with a premium of 13*l.*

We were also assured that the balance due to the poor of St. Werburgh's, arising from the difference since 1809 between the annual sum of 1*l.* 11*s.* 10*d.* which has been actually paid, and that of 3*l.* which ought to have been paid for the benefit of the poor of St. Werburgh's, should be accounted for by the corporation, and paid over to the churchwardens of that parish.

The annual sum of 1*l.* 11*s.* 10*d.* has been annually paid to the churchwardens, together with the share of the above-mentioned charities of the Countess of Devonshire and others, appropriated to St. Werburgh's parish. The application thereof will be stated in the account of the charities of that parish.

On a Table of Benefactions in All Saints Church it is stated that the said Francis Ash left 56*s.* per annum, paid by the Goldsmiths Company, to the poor of that parish, and that sum is mentioned in an old book belonging to that parish to have been received by the churchwardens in 1666 and 1667. It is also stated on a Table of Benefactions in St. Alkmund's church, that this donor gave 18*s.* 8*d.* yearly to the poor of that parish. It is not improbable that the above-mentioned donation to the poor of St. Werburgh's may have been at the commencement of the payment thereof erroneously divided amongst the several parishes of Derby; but it is clear from the will that the benefit of it ought to be confined to the poor of St. Werburgh's parish only.

COUNTRESS OF SHREWSBURY'S CHARITY.

Countess of
Shrewsbury's
Charity.

By indenture, bearing date 1st March 1599, *Elizabeth*, Countess Dowager of *Shrewsbury*, granted to the warden, brethren and sisters of an almshouse at Derby, founded by the said countess under letters-patent, bearing date 3d March in the 39th year of the reign of Queen Elizabeth, an annual rent of 100*l.* to be issuing out of the manor of Little Longsden in the county of Derby; and after appropriating parts of the said rents to the said poor persons of the almshouse, she directed that 40*s.* thereof should be paid to the minister or curate of the church of All Saints, being a preacher, and in default thereof to the minister or curate of any of the other churches in Derby, being a preacher, for his pains to visit and see the said almshouse, and the poor there, to be kept in good order, according to the rules and orders of the said almshouses.

It appears to us that the power of visitation thus given by the foundress to the minister of All Saints excludes this almshouse from our investigation.

By the same deed the said countess also gave out of the said rent to five score of the other poor of the said town of Derby 12*d.* a-piece, to be yearly distributed on Good Friday, by the discretion of the bailiffs, and in default thereof, of the first magistrate of the said town, and of all ministers or curates of the three several parishes of the said town.

In respect of this branch of the charity the annual sum of 5*l.* is now received from the agent of the Duke of Devonshire by the mayor of Derby for the time being, and is distributed by him, or under his direction, on Good Friday amongst poor persons of the town of Derby, in sums of 1*s.* each. Until the three last years it was divided between the churchwardens of the several parishes of Derby, and distributed by them.

WILMOT'S ALMSHOUSES.

Wilmot's
Almshouses.

* Blank in the original.

Robert Wilmot the elder, of Chaddesden, by his Will, bearing date the * day of July 1638, and proved in the Prerogative Court of Canterbury in the same year, gave to his son, Edward Wilmot, and his heirs, all the tithes of corn, grain and hay arising within the limits of the manor of Denby, in the county

county of Derby, and appointed that his said son and his heirs should, out of the rents and profits thereof, pay the several sums of 12*d.* a-piece weekly from his decease to 10 poor people, viz. six poor men and four poor women of good and honest life, by him already placed in 10 little houses situate in Bridge-gate, Derby, which houses he had long since built for the said number of poor people to dwell in, and to be maintained by such weekly allowance; and he appointed that whensoever any of the said poor people should die his said son and his heirs should, within a month, appoint others in their room, the nomination of the said poor to be in such manner that there should not be above six men and four women; and he appointed that out of the rents and profits of the said tithes his said son and his heirs should every year at Christmas give to every of the said poor men and women a black gown, faced with red, of the like cloth and manner as the poor people then in the said houses used to wear, or otherwise 10*s.* to every of them to buy such gowns; and also should provide and give to such poor men at the end of every two years a red cap, of about 2*s.* a-piece, similar to the caps then worn by them, and should also provide yearly at Christmas 30 yards of linen cloth, at 12*d.* the yard, to be distributed amongst the said 10 poor people, to each of them three yards, to make them shirts and smocks, and should also provide a dinner yearly for the said poor at Christmas, or otherwise allow every of them 8*d.* for the same; and he further appointed that his said son and his heirs should for ever, out of the rents and profits of the said tithes, repair the said houses so often as need should be.

And he gave to his eldest son Robert, and his heirs, all his lands, tenements, &c. situate in Chaddesden, and directed that they should for ever pay out of the rents and profits of*

in Chaddesden aforesaid, parcel of the said lands before bequeathed to him, the several sums of twelve pence a-piece weekly, to six poor people, viz. to four men and two women, of good life and conversation, then placed and thereafter to be placed in six little houses in Chaddesden, which he had long since built for the said number to dwell in, and to be maintained by such weekly allowance; and he further appointed, that whenever any of the said poor people should die, his said son Robert and his heirs should, within one month, appoint others in their rooms, so to be maintained; and he also appointed that his son Robert and his heirs should for ever, after his decease, make to every of the said poor people such allowances as he had before limited to the said poor people in Derby to be made by his said son Edward and his heirs; and that his said son Robert and his heirs should, out of the rents and profits of the said lands, repair the said six houses as often as need should require. And in a subsequent part of his will the testator confirmed the estate he had by deed theretofore conveyed to his youngest son Nicholas in divers houses, lands, &c. in Osmaston and Litchurch.

By an award, bearing date 25th March 1729, under the hands and seals of William Richardson and Samuel Sanders, two of the Commissioners of Charitable Uses within the county of Derby, appointed by a commission under the great seal, bearing date 16th February 1727, reciting, that before the commissioners under that commission a complaint had been exhibited by Robert Wagstaffe, esquire, mayor of Derby, against Robert Wilmot, esquire, of Chaddesden, respecting the hospital called the Black Almshouse, within the borough of Derby, under the government of the said Robert Wilmot; and stating, amongst other things, that he had put into the said hospital such persons as he alone thought fit, and had displaced them at his pleasure; that there were persons placed there by him who had no pay, but repaired their dwellings at their own charge; that the said Almshouse was out of repair, and that persons who had the allowance of the Almshouse had been obliged to work for the said Robert Wilmot at wages under the common rate; and reciting, that the said Robert Wilmot had requested of the said commissioners that the said complaint might not be heard before them, but referred to the examination of arbitrators in a more private manner; that the said Robert Wagstaffe had consented to such reference, and that an instrument of submission to the award of them the said William Richardson and Samuel Sanders, and of Thomas Bayley, esquires, another of the said commissioners, had been executed by the said Robert Wilmot, bearing date 15th January 1728; and reciting certain proceedings of the said William Richardson and Samuel Sanders; and that the said Thomas Bayley was too ill to attend, but had desired

Derby.

Wilmot's
Almshouses,
continued.

* Blank in the original.

Derby.

Wilmot's
Almshouses,
continued.

them to proceed in the matter; it was stated, that it appeared to the said William Richardson and Samuel Sanders that there was an hospital at Derby of ancient erection, called the Black Almshouse, for ten men or women, whose pay had been at all times 1*s.* 6*d.* per week, with a gown and cap once a year; and that there was another hospital at Chaddesden for six poor persons, with a pension of 2*s.* per week each, and a gown and cap yearly, both which were under the sole care and direction of the said Robert Wilmot; that these hospitals had been repaired by him and his ancestors; that the hospital at Derby was then in bad repair, and that the repairs of it would cost 34*l.* 10*s.*; that the hospital at Chaddesden was out of repair, and that the repairs of it would cost 16*l.*; that very few of the persons who received the pensions lived in the hospital, but were at liberty to live elsewhere, and that the hospitals were inhabited by others who had no pay, but were necessitated to repair their rooms at their own charges. And it was further stated, that it appeared that Robert Wilmot, of Osmaston, esquire, paid yearly the sum of 13*l.*, issuing out of lands of his towards the maintenance of the poor in the said hospital at Derby; and that Isaac Borough, of Derby, esquire, paid to the said hospital at Chaddesden 15*l.* 12*s.* yearly; but that neither of them had any inspection into the accounts of the said hospital to see that the charities were duly applied. And the said William Richardson and Samuel Sanders, upon consideration of the premises, awarded, among other things, that the said Robert Wilmot of Chaddesden should expend in the repairs of the said hospital at Derby 34*l.* 10*s.* and of the said hospital at Chaddesden 16*l.*; that in order to prevent the like mismanagement of the said hospitals for the future, the said Robert Wilmot, of Osmaston, and Isaac Borough, and their heirs, should, for the time to come, be allowed once in every year to inspect the payments of the said Almshouses, that they might be satisfied the monies issuing out of their estates, or otherwise applicable to the said charities, were not misapplied; that all that received the pensions of the said two hospitals should for the future live in the same, that there might be no temptation for persons that were able to live comfortably elsewhere, to have the pensions designed for the poorest and most indigent; and that Robert Wilmot, of Chaddesden, and his heirs, should for the future, as vacancies should happen, put in such proper objects of charity as they should think fit; but should not turn them out at will and pleasure, but for reasonable cause, and with the consent and allowance of the said Robert Wilmot, of Osmaston, and Isaac Borough, esquires, and their heirs.

The particulars of the above-mentioned almshouse at Chaddesden will be mentioned in the account of the charities of that parish, in a subsequent part of the present report.

Sir Robert Wilmot, of Chaddesden, bart. is the present owner of the tithes of Denby, mentioned in the founder's will, and in respect thereof pays to each of the 10 almspeople of the almshouse which is situate in Bridge-gate, Derby, 1*s.* a week, and yearly at Christmas 10*s.* in lieu of a gown, 3*s.* in lieu of three yards of linen cloth, and 8*d.* in lieu of a dinner, making in the whole 13*s.* 8*d.* yearly to each. It appears from the will, that each of the men in the almshouse is, in addition to the above, entitled to a cap once in two years, but not to any payment in lieu thereof.

Each of the ten almspeople also receives from Sir Robert Wilmot, of Osmaston, bart. 6*d.* a week, making in the whole the annual sum of 13*l.* mentioned in the award of 1729. We have applied to the agents of Sir Robert Wilmot, of Osmaston, but we have not been able to ascertain the existence of any document showing in respect of what particular lands this payment is made.

The almshouses are kept in repair by Sir Robert Wilmot, of Chaddesden. About 12 years ago they were thoroughly repaired by him at an expense of more than 250*l.*

There is a garden behind the almshouse, containing about one rood, which is divided amongst the almspeople.

The almspeople are appointed as vacancies occur by death, by Sir Robert Wilmot of Chaddesden, who selects such persons as he considers proper objects, without any limitation as to the parish to which they may belong. The exact proportion of men and women specified by the founder has not been preserved. At the time of our investigation, the almspeople consisted of four men and six women. Notwithstanding the directions in the Award of the Commissioners of Charitable Uses, it has been a frequent practice to appoint persons both to these
almshouses

almshouses and to those at Chaddesden, to receive the weekly and other allowances without requiring them to reside in the almshouses, other persons being permitted to inhabit, rent free, the houses to which the non-residents would be entitled. It appears to us, however, that this practice is inconsistent with the provisions of the founder's will and the Commissioners award, and Sir Robert Wilmot states that it shall be discontinued in future.

Derby.

Wilmot's
Almshouses,
continued.

LINACRE'S CHARITY.

George Linacre, by his Will, bearing date 27th September 1703, gave his messuage and lands in Findern, in the county of Derby, after the death of Elizabeth Cadman, to whom he gave a life estate therein, to Samuel Goodwin, and Thomas Goodwin, and their heirs, in trust, that they and the survivor of them, and his heirs and assigns, together with the mayor of the borough of Derby, the minister of All Saints, and the vicar of St. Werburgh's for the time being, or the greater number of them, should yearly dispose of the rents and profits of the premises, for the putting forth of two poor boys, being the sons of some honest poor inhabitants of the town of Derby, of the principles of the Church of England, apprentices to some convenient trade, the said boys to be chosen and to be put forth apprentices to such masters as the said trustees and the survivor, his heirs and assigns, the said mayor, minister and vicar, or the greater number of them, should think meet. But he directed that the trustees, and the survivor, and his heirs, should first satisfy themselves all charges which they should from time to time be put unto in reparation of the buildings standing upon the premises, or touching the execution of the trust.

By indentures of lease and release, bearing date 18th and 19th July 1822, Daniel Parker Coke, esq. as the only son and heir-at-law of Matilda Coke, the wife of Thomas Coke, esq. and the only daughter and heiress of Thomas Goodwin, esq. who was the surviving trustee named in the will of the said George Linacre, at the request of the Rev. Henry Lowe, mayor of Derby, the Rev. Charles Stead Hope, minister of All Saints, and the Rev. Edwin Unwin, vicar of St. Werburgh's, conveyed to Sir Robert Wilmot, bart. Bache Heathcote, esq. Francis Mundy, esq. and Godfrey Meynell, esq. and their heirs, the trust-premises at Findern, devised by the will of the said George Linacre, by the description of a messuage, outbuildings, and two small gardens, and the closes called the Old Field, in two parts, containing 6A. 1R. 32P.: the Fartleborough Close, containing 3A. 0R. 18P.; the Long Pingle, containing 1A. 2R. 9P., and a barn and a plot of land, No. 45, in the Plan annexed to the Award of the Commissioners for inclosing the open grounds at Findern, containing 8A. 3R. 2P. allotted to the trustees of the said George Linacre upon that inclosure, all situate in Findern aforesaid, to the use of the said newly-appointed trustees and the said D. P. Coke, upon the trusts mentioned in the will of the said George Linacre.

Of the above-mentioned trustees, D. P. Coke and Bache Heathcote, esquires, have died since the deed of 1822 was made.

The messuage, outbuildings and gardens mentioned in that deed, are in the occupation of Joseph Cluer, under a lease from the trustees, the mayor of Derby, the minister of All Saints, and the minister of St. Werburgh's, bearing date 25th March 1823, for a term of 21 years, at a fair yearly rent of 5*l.* with a covenant from the lessee to repair the buildings.

All the rest of the trust-premises are in the occupation of Thomas Cooke Manifold, under a similar lease of the same date and for the same term, at a good yearly rent of 31*l.* 10*s.* 6*d.* These leases were granted upon the valuation of a surveyor, and after an inspection of the property by one of the trustees.

In 1823 a sum of 57*l.* 1*s.* 9*d.* was laid out in the repairs of the buildings, which were much dilapidated. They are now in a fair state of repair. In 1824 a sum of 6*l.* was received for timber sold from the estate.

This charity was from 1776 to 1822 under the management of, and the accounts thereof kept by, the late Daniel Parker Coke, esq. and for many years previous to 1776 it was under the care of his father, Thomas Coke, esq.

It appears from an entry in the book relating to the charity that in 1748 a rotation of 20 years was established for putting out apprentices yearly, two boys, sons of the inhabitants of the several parishes of the borough of Derby. In this entry it is stated that the rent of the premises at Findern had been advanced to 10*l.* 18*s.*, of which 10*l.* was to be applied for the putting out two apprentices yearly, and the remaining 18*s.* for the expenses of the indentures, clerkship,

Derby.

Linacre's Charity,
continued.

clerkship, and the charges of the trustees meeting, which being deducted, the net produce of the estate for 20 years would be 200*l.*, of which, according to the customary disposition of charities given to the borough of Derby, 80*l.* would belong to the parish of All Saints, 40*l.* to St. Werburgh's, 40*l.* to St. Peter's, 20*l.* to St. Alkmund's, and 20*l.* to St. Michael's, which said sums would in the 20 years put out, at 5*l.* for each apprentice, 16 boys of All Saints, 8 of St. Werburgh's, 8 of St. Peter's, 4 of St. Alkmund's, and 4 of St. Michael's.

The order in which the apprentices were to be taken from the parishes is then set out as follows :

- 1748. St. Alkmund's and St. Michael's.
- 1749. All Saints and St. Peter's.
- 1750. All Saints and St. Werburgh's.
- 1751. All Saints and St. Peter's.
- 1752. All Saints and St. Werburgh's.
- 1753. St. Alkmund's and St. Michael's.
- 1754. All Saints and St. Peter's.
- 1755. All Saints and St. Werburgh's.
- 1756. All Saints and St. Peter's.
- 1757. All Saints and St. Werburgh's.
- 1758. St. Alkmund's and St. Michael's.
- 1759. All Saints and St. Peter's.
- 1760. All Saints and St. Werburgh's.
- 1761. All Saints and St. Peter's.
- 1762. All Saints and St. Werburgh's.
- 1763. St. Alkmund's and St. Michael's.
- 1764. All Saints and St. Peter's.
- 1765. All Saints and St. Werburgh's.
- 1766. All Saints and St. Peter's.
- 1767. All Saints and St. Werburgh's.

Similar rotations of 20 years for binding out the apprentices are entered in the book, commencing in 1768, 1788, and 1808, the last of which would have ended in 1827, but in consequence of the expenses incurred in repairs, and a payment of 17*l.* 6*s.* 8*d.* for the new trust-deed, no apprentices were bound out in 1823, and the rotation will therefore not be completed until 1828.

The united rents of the house and gardens, and of the lands belonging to the charity, amounted in 1776 to 12*l.* per annum, in 1785 to 18*l.*, in 1806 to 26*l.* 14*s.*, and in 1823 were raised to their present amount ; but until the last-mentioned year the rent of the house and gardens, part of the above-mentioned sums, was only 1*l.* 10*s.* per annum. The amount of the premium given with each apprentice, which in 1776 was five guineas, is now 13*l.*, and it is expected that the present income will admit of their being raised to as much as 15*l.* each.

Two boys are bound out in each year, being taken from the several parishes of Derby according to the above-mentioned rotation. They are, in the first instance, selected by the respective parish officers ; but before each binding takes place an inquiry is made by the trustees into the circumstances both of the boy and of the proposed master.

The usual form of the indenture is, that the boy, with the consent of his father, binds himself, and an approbation of such binding is signed by the trustees, the mayor of Derby, the minister of All Saints, and the minister of St. Werburgh's.

Since the trust-deed of 1822 was made Mr. William Whiston, solicitor, of Derby, has held the situation of agent to the trustees, with an annual salary of 3*l.* 3*s.* for receiving the rents, keeping the accounts, attending the trustees when the inquiry is made respecting the proposed apprenticeships, and preparing the indentures.

Mr. Whiston's accounts were audited by two of the trustees in June 1824. At Michaelmas 1825 there was a balance in his hands in favour of the charity of 10*l.* 17*s.*

LARGE'S HOSPITAL.

Large's Hospital.

Edward Large, of Derby, gent., by his Will, bearing date 3d June 1709, devised all his lands and tenements to John Curzon, son and heir apparent of Sir Nathaniel Curzon of Kedleston, bart., Robert Wilmot, of Osmaston, esq., and Robert Holden, of the Inner Temple, London, esq., and their heirs, in default of issue of him the said Edward Large, as for and concerning his estate situate in and about a place called the Nuns Green in Derby, being of about the yearly value of 50*l.*, in trust, that they and the survivors and survivor of them, and the heirs of such survivor, should, out of the rents and profits

profits thereof, upon a croft called near Nuns Green aforesaid, erect and build five small almshouses for the habitation of five poor parsons' or vicars' widows for ever, the same to be elected, chosen and put in (after the costs and charges in building the same should be discharged out of the rents and profits of the said estate) by the choice and election of his said trustees, or any two of them; and that the rents and profits of the said estate should be equally divided amongst such five poor widows for their support and livelihood respectively for ever; and as for and concerning the residue of his lands and tenements, in trust for Thomasin Large, the wife of the said testator, and her heirs.

Letters of administration with this will annexed were granted in 1711, by the Consistory Court of the Bishop of Lichfield and Coventry, to Thomasin Parker, (formerly Thomasin Large) the widow of the testator.

By indenture, bearing date 27th October 1710, made between Benjamin Parker and Thomasin his wife, late Thomasin Large, widow of the said Edward Large, of the one part, and the said John Curzon, Robert Wilmot, and Robert Holden, of the other part, reciting that the said Edward Large, after his marriage with the said Thomasin Large, had by indenture settled (amongst other things) a close in or near the Nuns Green, and near to a field there called the White Cross Field, containing by estimation seven acres, to the use of the said Edward Large for life, and after his decease to the use of the said Thomasin his wife for life, for her jointure; and reciting the will of the said Edward Large, and that the said Thomasin had intermarried with the said Benjamin Parker, and that the said will could not be so effectually performed without the close so settled upon the said Thomasin being surrendered into the hands of the trustees, the said Benjamin Parker and Thomasin his wife granted and surrendered to the said John Curzon, Robert Wilmot, and Robert Holden, their heirs and assigns, all their estate and interest in the said close.

Mary Broom, by her Will, bearing date 6th April 1721, devised as follows: "I leave to my brother, Nathaniel Doughting, all my land, free from debt, for his life, and after his death to that hospital upon Nuns Green, where I now live, in Derby, which was left by Mr. Edward Large for parsons' widows, and after my brother's death, I leave my land to the care of the same trustees which Mr. Large left for that hospital."

By indentures of lease and release, bearing date 17th and 18th September 1817, between James Shuttleworth, of Barton Lodge, in the county of Lancaster, esq., of the one part, and the said James Shuttleworth, Robert Holden, of Darley Abbey, esq., William Drury Lowe, of Locko Park, esq., Francis Hurt, of Alderwasley, esq., Francis Mundy, of Markeaton, esq., Richard Hurt of Wirksworth, esq., and Leonard Fosbrooke, of Shardlow, esq., of the other part, reciting the will of the said Edward Large, and that he died without issue; and that his trustees, pursuant to his will, afterwards erected a certain edifice, situated on the Nuns Green in the parish of St. Werburgh, Derby, which then and for many years past had been called "Large's Hospital," and had been inhabited by the widows of five poor clergymen, and that the same was divided into five dwelling-houses or almshouses; and reciting, that the lands thereafter described, situate in the said parish of St. Werburgh, upon or near to the said place called Nuns Green, were the same lands which were devised by the will of the said Edward Large to the said John Curzon, Robert Wilmot, and Robert Holden, and their heirs, upon the trusts in the said will mentioned, and had been constantly enjoyed and used for the benefit of the said widows; and reciting, that the said Robert Holden, the trustee survived the said John Curzon, and Robert Wilmot, his co-trustees, in consequence whereof the legal estate in the lands so devised by the said Edward Large became solely vested in him; and reciting the above abstracted will of Mary Broom, and that the trustees of Large's hospital, to whom she devised her land, were Sir John Curzon, of Kedleston, bart., Robert Wilmot, of Osmaston, esq., and Counsellor Robert Holden, of Aston, esq., and that the lands thereafter described, situate at Alvaston, were the lands devised by her will; and reciting, that the said Robert Holden, the trustee, by his will, bearing date 28th November 1742, devised all his manors, lands, &c., to trustees, in trust for the second and other younger sons of his daughter, Mary Shuttleworth, then the wife of James Shuttleworth, esq., in succession; and that by

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a codicil to his will, bearing date 10th November 1745, after taking notice, that the legal estate in the almshouses at Nuns Green in Derby, and in the lands belonging thereto of the foundation of the said Edward Large, was then vested in him by survivorship, he devised the same to his son-in-law James Shuttleworth, and his nephews Lancelot Rolleston, and Robert Holden son of his brother Alexander, and their heirs, in trust, to permit the person and persons who for the time being should be entitled to the said manors, lands, &c., by virtue of his will and codicil, to nominate and appoint clergymens widows from time to time, as there should be vacancies in the said alms-houses, according to the intentions of the founder thereof; and reciting, that the Rev. Charles Shuttleworth Holden, of Aston-upon-Trent, was the person then entitled to the manors and estates devised by the will and codicil of the said Robert Holden the testator, and consequently entitled to the nomination and appointment of clergymens widows to the said almshouses; and that the said Robert Holden, the son of the testator's brother Alexander, survived his co-trustees, whereby the legal estate in the lands devised by the wills of the said Edward Large and of the said Mary Broom descended to and became solely vested in him; and that he had died without making any disposition of the said legal estate, whereby the same on his decease had become vested in the said James Shuttleworth, (party thereto,) as his heir-at-law; and reciting, that the said Charles Shuttleworth Holden was desirous that new trustees should be appointed for the purpose of the said recited trust; and that he had requested the said James Shuttleworth, as such heir-at-law of the surviving trustee, to convey the lands thereafter described, being the estates so devised by the wills of the said Edward Large and Mary Broom (except such small part of the lands at Alvaston as had been sold to redeem the land-tax on the whole of the said trust-estate,) to the use of the said parties of the second part, their heirs and assigns, upon the trusts declared concerning the same by the wills of the said Edward Large and Mary Broom, and by the codicil of the said Robert Holden, firstly named a trustee; the said James Shuttleworth (party thereto) conveyed to and to the use of the said James Shuttleworth (party thereto), Robert Holden (party thereto), William Drury Lowe, Francis Hurt, Francis Mundy, Richard Hurt, and Leonard Fosbrooke, their heirs and assigns, the edifice or building called Large's Hospital, situate upon or near to Nun's Green, and the site of the said building, and the gardens and appurtenances to the same belonging, containing, by survey, 1 A. 2 R. 23½ P. and six closes situate in the parish of St. Werburgh, and near to the said hospital, containing, by survey, the several quantities thereafter mentioned, (that is to say,) the first close, 3 A. 0 R. 36 P. in the occupation of Francis Swindell; the second close, 4 A. 2 R. 6 P. in the occupation of Samuel Cash; the third close, 3 A. 3 R. 19 P. in the occupation of John Fletcher; the fourth close, 3 A. 1 R. 32 P. in the occupation of Joseph Banister; the fifth close, 2 A. 1 R. 11 P. in the occupation of the said Joseph Banister; and the sixth close, 3 A. 2 R. 12 P. in the occupation of Francis Fox, M.D., and a close situate in Alvaston, in the county of Derby, called the Moor Head, containing, by survey, 2 A. 0 R. 35 P. in the occupation of John Sherwin; and another close, situate in Boulton, in the county of Derby, called the Moor Head, containing 1 A. 1 R. 9 P. also in the occupation of the said John Sherwin, which, on the inclosure thereafter mentioned, was set out to Robert Holden, esq. as trustee for Large's Hospital, in exchange for lands given up to Sir Henry Harpur, bart. and a parcel of land which, by an award, dated 11th July 1805, made under an Act for inclosing the open fields of Alvaston and Boulton, was allotted to the said Robert Holden, as trustee for Large's Hospital, by the description of a plot of land marked in the Plan of the Commissioners, No. 109, situate in Alvaston, containing 4 A. 0 R. 18 P. being part of the Sinfen field, also in the occupation of the said John Sherwin, (except such part of the said lands at Alvaston as had been sold for redemption of the land-tax of the whole trust-estate) upon the before-mentioned trusts.

In this release is inserted a covenant from the said James Shuttleworth and the other parties thereto, purporting to be made with the said Charles Shuttleworth Holden, (although he was not a party to the deed,) that they, their heirs or assigns, would permit the said Charles Shuttleworth Holden, his heirs, executors and administrators, or the persons for the time entitled to the nomination and appointment, to nominate and appoint clergymens widows, as there should be vacancies in the said hospital, according to the will of the said

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Edward Large, and the codicil of the said Robert Holden, firstly named a trustee.

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Within the last few years two exchanges have been made by the trustees of this charity of parts of the lands situate near Nuns Green, in the parish of St. Werburgh, for other lands in the parish of Sandiacre, in this county, which exchanges have been carried into effect under the provisions of the Act of 1 and 2 Geo. IV. c. 92, by deeds, of which the following are abstracts.

By Indenture, bearing date 22d July 1823, inrolled in Chancery, and registered in the Bishop's Court at Lichfield, between the said James Shuttleworth, Robert Holden, William Drury Lowe, Francis Hurt, Francis Mundy, Richard Hurt, and Leonard Fosbrooke, of the first part; the Right Rev. James Bishop of Lichfield and Coventry, of the second part; John Thraves, of Sandiacre, of the third part; and John Barber of the fourth part; reciting the will of the said Edward Large, and that the lands thereby devised in trust had become vested by the above abstracted indentures of lease and release of 17th and 18th September 1817, in the said James Shuttleworth and the other trustees, upon the trusts of the said will; and reciting the issuing of a commission from the said Bishop of Lichfield and Coventry, upon the application of the said Robert Holden, one of the said trustees, under the powers of the Act of the 1 & 2 Geo. IV. for the exchange of lands subject to charitable trusts, and the proceedings under the said commission, and that the said bishop was satisfied that the proposed exchange of the lands thereafter mentioned would be beneficial to the said charity, and had signified his approbation by signing and sealing with his Episcopal Seal that deed; the said James Shuttleworth and the other parties of the first part granted, bargained, sold, and conveyed to the said John Thraves and John Barber, and their heirs, a plot of land containing six acres, in the parish of St. Werburgh, Derby, late in the occupation of John Fletcher and Joseph Banister, bounded on the north by the Uttoxeter turnpike road, on the west by land in the occupation of the said Joseph Banister, on the south by land in the occupation of Dr. Fox, and on the east by the road leading from Dayson-lane to the said Uttoxeter turnpike road; and also a plot of land containing 2,945 square yards, situate in the said parish of St. Werburgh, late in the occupation of Francis Eaton, Beresford Jankinson, and William Souter, bounded on the south by the land of the said William Souter, on the west by land belonging to John Wetherhead, on the north by the road leading from the Friar-gate to the said Uttoxeter turnpike road, and on the east by land in the occupation of Dr. Bent; and another plot of land containing 482 yards in the said parish, late in the occupations of John Hawkins and John Freckleton, bounded on the south by the new road leading from the Friar-gate, on the west by other land belonging to Large's Hospital, on the north by land belonging to Samuel Ward, esquire, and on the east by land in the occupation of Dr. Bent, all which plots were described in a plan in the margin of the deed, to the use of the said John Thraves and John Barber, and their heirs, but as to the estate of the said John Barber, and his heirs, in trust for the said John Thraves and his heirs, in exchange for nine closes belonging to the said John Thraves, situate at Sandiacre in the county of Derby, containing together, 43A. 2R. 26P. viz.:

	A.	R.	P.
The Rushy Close, containing	3	0	32
The second Rushy Close	6	1	20
The third Rushy Close	7	0	4
The Wood Close	2	1	35
The Barn Close, with the buildings thereon	5	2	21
The Top Hayworth	5	0	20
The Great Hayworth	7	1	22
The Well Syke	2	1	32
Lotto's Hayworth	4	0	0
A.	43	2	26

Which last-mentioned premises the said John Thraves thereby limited and appointed, granted, bargained, sold and conveyed to the said parties of the first part, upon the before-mentioned trusts.

By indenture, bearing date 6th August 1825, inrolled in Chancery, and registered in the Bishop's Court at Lichfield, the said James Shuttleworth, and

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the other trustees, being the same as were parties to the last-abstracted deed under the provisions of the said Act of 1 & 2 Geo. IV. and with the approbation of the bishop, signified as above mentioned, conveyed to William Turner, of Derby, Mercer, and William Shaw, his trustee, and their heirs, a parcel of land in the parish of St. Werburgh, containing 4A. 2R. 26P. late in the occupation of Samuel Cash and Thomas Wingfield, and then of the said William Turner, bounded on the north-east by lands belonging to Samuel Ward, esquire, on the south-east by a street called Large's-street, on the north-west by the turnpike-road leading from Derby to Uttoxeter, and on the south-west by a street called South-street, as described in a plan in the margin of the deed, in exchange for several closes in Sandiacre, in the occupation of John Abbott, containing together, 31A. 2R. 25P. viz. :

								A.	R.	P.
The near Sandwell Close, containing	-	-	-	-	-	-	-	5	2	21
The far Sandwell Close	-	-	-	-	-	-	-	5	3	27
Martin Croft Gap	-	-	-	-	-	-	-	3	3	9
Martin Croft New Close	-	-	-	-	-	-	-	5	1	0
Martin Croft	-	-	-	-	-	-	-	6	0	18
Martin Croft Nook	-	-	-	-	-	-	-	4	1	10
The Road	-	-	-	-	-	-	-	-	2	20
								A.	31	2 25

Which last-mentioned premises the said William Turner and William Shaw thereby conveyed to the said trustees upon the before-mentioned trusts.

Since the trust-deed of 1817 was made, Robert Holden, esquire, one of the trustees thereby appointed, has had the principal management of the property. All the parties to that deed are living.

The exchange made in 1823 with Mr. John Thraves took place in consequence of a site being required for a new gaol for the county of Derby, for which a part of the lands of the charity lying near Nuns Green was well adapted, and it was considered advantageous to the charity to appropriate six acres to this purpose, the county agreeing to take the same after the rate of 400*l.* per acre, making in the whole 2,400*l.* But as the trustees had no power to sell this land, it was agreed that it should be exchanged under the Act of 1 & 2 Geo. IV. for an estate of sufficient value to be provided for that purpose, and an estate at Sandiacre belonging to Mr. Thraves was selected, which he agreed to sell, and the price thereof was fixed at 2,650*l.*

The sum which was to be paid by the county for the six acres being of less amount than the purchase-money of the estate at Sandiacre, two other parcels of the charity-land were disposed of, one containing 2,945 square yards, to Miss Prime, after the rate of 2*s.* 9*d.* per yard, and the other, containing 482 square yards, to Mr. Edward Ward, after the rate of 4*s.* 6*d.* per yard, which were, together with the six acres intended for the use of the gaol, conveyed by the deed of 1823, as stated in the above abstract thereof, to Mr. Thraves, in exchange for his estate.

No notice is taken in that deed of there being any money to be received by either party upon the exchange; but there was, in fact, upon the completion of the transaction, a balance in favour of the charity of 277*l.* 7*s.* 1*d.*, as will appear by the following statement of the account :

Purchase-money of six acres for the site of the gaol at 400 <i>l.</i> per acre	£.	s.	d.	Mr. Thraves's purchase-money for the estate at Sandiacre	£.	s.	d.
	2,400	-	-		2,650	-	-
Interest on ditto, from April 6 to August 8	41	13	1	Interest on ditto to August 8	44	17	9
Paid by the county for a build- ing and a tree on the land	17	4	-	Balance	277	7	1
Miss Prime's purchase-money of 2,945 square yards at 2 <i>s.</i> 9 <i>d.</i>	404	18	9				
Mr. Ward's ditto of 482 yards at 4 <i>s.</i> 6 <i>d.</i>	108	9	-				
£.	2,972	4	10	£.	2,972	4	10

At the time when this transaction took place it was agreed between the trustees of this charity and Mr. Thraves, that the estate at Sandiacre should be let to him at a rent to be fixed by two surveyors, and which was so fixed at 80*l.* per annum; and that 100*l.* should be laid out by the trustees in repairing a barn and inclosing a farm-yard thereon, and in draining the land, and repairing the fences, which was done, and the amount, including 5*l.* for the expense of the valuation, was paid, whereby the balance was reduced to 177*l.* 7*s.* 1*d.*, and that sum was placed in the bank of Messrs. Smith and Co. of Derby, to the credit of the trustees. All the expenses of this exchange were paid by the county.

The exchange to which the deed of 6th August 1825 relates was made in consequence of its being considered advantageous to the charity thus to dispose of a part of the land near Nuns Green, which had been previously occupied as garden-ground; upon that exchange the land conveyed by the trustees to Mr. Turner, containing 4 A. 2 R. 26 P. was valued at 500*l.* per acre, amounting in the whole to 2,331*l.* 8*s.*, and the estate at Sandiacre received by them, containing 31 A. 2 R. 25 P. was purchased by Mr. Turner for the purpose of making the exchange for 2,050*l.* The account was settled as follows:—

4 A. 2 R. 26 P. at 500 <i>l.</i> per acre - - - - -	£. 2,331 8 -	Purchase-money of the estate at Sandiacre - - - - -	£. 2,050 - -
Two years rent for the same, at 22 <i>l.</i> 10 <i>s.</i> per annum - - -	45 - -	Interest on ditto, paid to the vendor, from 24 Sept. 1824 to 11 Feb. 1825 - - -	37 18 2
		One year's interest on 2,087 <i>l.</i> 18 <i>s.</i> 2 <i>d.</i> at 4½ per cent, to Lady-day 1826 - -	93 18 6
		Balance - - - - -	194 11 4
£. 2,376 8 -		£. 2,376 8 -	

The expenses of this transaction amounted to 238*l.* 0*s.* 6*d.*, which it was agreed should be paid by the trustees and Mr. Turner, in equal moieties; one moiety thereof, amounting to 119*l.* 0*s.* 3*d.* being deducted from the above-mentioned balance of 194*l.* 11*s.* 4*d.*, there remains an ultimate balance of 75*l.* 11*s.* 1*d.* in favour of the charity, which has been added to the sum of 177*l.* 7*s.* 1*d.* remaining in the bank of Messrs. Smith and Co. after the completion of the first-mentioned exchange, the whole amounting to 252*l.* 18*s.* 2*d.* The completion of the exchange with Mr. Turner was delayed in consequence of Mr. Shuttleworth, one of the trustees, being resident in France, which occasioned a difficulty in obtaining his execution of the deeds. This accounts for the above-stated items of rent charged on the one side, and of interest on the other, Mr. Turner having been let into the occupation of the land near Nuns Green in 1824, and having paid the purchase-money of the land at Sandiacre, with interest, in February 1825.

The land at Sandiacre received by the trustees under the last-mentioned exchange was let to John Abbott, (who had previously been in the occupation of it) as yearly tenant, at 56*l.* per annum, on the valuation of a surveyor.

Some years before the appointment of new trustees, in 1817, that part of the charity land which has been included in the above-mentioned exchanges, having been in pasture, was broken up, and let to two gardeners, who gave it up in an exhausted state to the present trustees, and it was then thought advisable to divide that part of the land into small lots for gardens, which was accordingly done, and it was let to a person of the name of Cross, who underlet the gardens to poor people. Cross afterwards took the benefit of the Insolvent Act; and measures were taken on the part of the trustees for the recovery of the rents from the undertenants, which were in some instances successful, but in others no rent could be obtained.

It was also considered expedient to endeavour to let parts of the land on building leases, and with this view, two roads intended to be used as streets were in 1819 made over the property, one leading from the Uttoxeter turnpike road towards Dayson Lane, and the other leading from the Friar-gate, and meeting the first-mentioned road. In 1820 two small parcels of land, one

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containing 389 square yards, bounded on the south-east by land belonging to William Tancred Fowler, and on the north-west by the above-mentioned new road leading from Friar-gate, and the other containing 237 square yards, bounded on the south-east by the same road, and on the north-east by the garden belonging to Thomas Bent, M.D. were let by the trustees to the said Thomas Bent on a lease for 60 years, at the clear yearly rent of 6*l.* 4*s.* being after the rate of 2*d.* per yard for the former parcel, and 3*d.* per yard for the latter, the lessee covenanting to erect buildings on the demised premises, to make the same with the buildings thereon to be of the clear value of 60*l.* and to repair such buildings during the term, but not to erect any building on such part of the premises as was situate between the new road leading from the Friar-gate, and the fence of certain lands belonging to William Tancred Fowler, in order that the same might not be at any time a nuisance, or injurious to the hospital. The terms of this lease are considered to be advantageous to the charity.

At the time when these parcels of land were let, a small addition was made to the garden of the hospital.

The residue of the property of the charity near Nuns Green, not being included in the site of the hospital and its garden, or in the two before-mentioned exchanges, or in the lease to Dr. Bent, or in the parts of the land set out for roads, comprises three closes of pasture let to yearly tenants, and being the same three closes as are mentioned in the trust-deeds of 1817, as the fourth, fifth, and sixth closes, except some small portions thereof which were taken in order to make up a square piece of land of six acres, intended for the site of the county goal; and also a small portion used in straightening the course of a brook by which the land is bounded: but these closes are considered as comprehending an acre of land belonging to Liversage's charity for the parish of St. Peter, Derby, mentioned in a subsequent part of this Report, for which a rent of 6*l.* per annum has been hitherto paid to the trustees thereof out of the income of this hospital. As the precise situation of this acre was not known, a piece of land of that extent has been by agreement between the trustees of the respective charities since our investigation, set out in one of the above-mentioned closes, and marked by boundary stones. The boundaries of this acre will be stated in the rental of the lands of Liversage's charity.

It appears from a paper produced to us, that in 1800 the land-tax charged on the whole of the lands of this hospital was redeemed, and that for this purpose a house and orchard at Alvaston, part of the property derived from the before-mentioned gift of Mary Broom, which was under lease to John Sherwin, was sold to him for 160*l.*; that the purchase of stock for the redemption cost 117*l.* 18*s.* 9½*d.* and that the expenses amounted to 5*l.* 8*s.* 6*d.* leaving a balance of 36*l.* 12*s.* 8½*d.* which was carried to the general account of the charity by Mr. Richard Murphy, who at that time managed the property, and kept the accounts of the charity, for Mr. Robert Holden, the nephew of Robert Holden, one of the original trustees, and a trustee under his will, and who continued to do so after the death of the said Mr. Robert Holden, the nephew (which took place in 1808) until 1817 when the new trustees were appointed.

The rest of the land at Alvaston given by Mary Broom, containing 7*A.* 1*R.* 34*P.* is let to a yearly tenant.

The following rental will show the present state of all the property now belonging to this charity, except the site of the hospital, and the garden belonging to it.

PARISH.	TENANTS.	Description of Property.	QUANTITY.	RENT.
			A. R. P.	£. s. d.
St. Werburgh, Derby	Joseph Banister -	a close - - -	2 - 10	10 8 9
Ditto - -	Thomas Trafford -	ditto - - -	3 3 30	19 11 3
Ditto - -	Mrs. Potter - -	ditto - - -	3 - 20	15 12 6
Ditto - -	Thomas Bent, M.D.	{two parcels of land near the hospital}	{389 sq. yards, & 237 sq. yards -}	6 4 -
Alvaston - -	William Sherwin -	closes - - -	7 2 9	18 - -
Sandiacre - -	John Thraves -	nine closes - -	43 2 26	80 - -
Ditto - -	John Abbott -	seven ditto - -	31 2 25	56 - -
			£.	205 16 6

The rent of the closes occupied by Banister, Trafford, and Potter, is calculated at 5*l.* per acre. It has been suggested that a higher rent might be obtained for them if let as garden-ground, but Mr. Holden, the present acting trustee, states it to be his opinion that it is not advisable to adopt that mode of letting, as it would be necessary, from the description of persons who might be expected to become tenants, to employ an agent to collect the rents quarterly; and as there would be a risk of loss of rent, and a probability of the land being impoverished, which did occur when the other part of the property was let as garden-ground. 5*l.* per acre is stated to be a fair rent for these closes, supposing them to be let as at present, and therefore it appears to us that the rent payable in future to the trustees of Liversage's charity for the acre of land belonging thereto, ought to be 5*l.* only, instead of 6*l.* per annum.

The lands near Nuns Green are subject to a quit-rent payable to the corporation of Derby of 19*s.* 4*d.* per annum.

The rents of the lands at Alvaston and Sandiacre are considered to be the fair value of the respective premises.

The almshouse called Large's Hospital, which is situate in the Friar-gate, consists of five dwellings under one roof, with a wash-house at one end thereof, a small court in front, and a garden behind, divided amongst the inmates. The roof and some other parts of the buildings are in want of repair. The five inmates of the hospital are the widows of rectors and vicars, appointed without reference to any particular diocese or county. The appointments have been made in pursuance of the directions of the codicil to the will of Robert Holden, the surviving original trustee, and within the last few years by Lieut.-Colonel Clowes and Francis Hurt, esq., of Alderwasley, as the trustees of the will of the Rev. Charles Shuttleworth Holden, on behalf of his son Edward Anthony Holden, esq., a minor.

The effect of the codicil of Mr. Robert Holden, the surviving original trustee, recited in the trust-deed of 1817, has been to separate the patronage of the hospital from the legal estate in the trust-lands; but it may be doubted whether he was authorized to make this separation, as Mr. Large, the founder of the charity, although he made no provision for the appointment of new trustees, directed that the widows should be elected by his "trustees, or any two of them," intending, as it appears to us, that such elections should be in the discretion of two of the trustees of the charity at the least.

Until Michaelmas 1817 half-yearly rentals and accounts were made out by Mr. Murphy, and in January 1818 a balance of 62*l.* 13*s.* 9*d.* was paid over by him to Mr. Robert Holden, the present acting trustee, of which the sum of 20*l.* 15*s.* was applied in defraying the expense of the new trust-deed.

From 1818 to 1821 inclusive the rents were received by William Spencer, Mr. Holden's bailiff, who during that period made the payments to the widows in the hospital (being five in number, except in 1819 when there appear to have been four only) of 15*l.* each half yearly, and who superintended the making of the new roads over the property of the charity, soughing, fencing, &c. &c., in which a considerable expense was incurred, amounting in 1818 to 19*l.* 3*s.* 10*d.*; in 1819 to 170*l.* 14*s.* 10*d.*; in 1820 to 6*l.* 12*s.* 4*d.*; and in 1821 to 38*l.* 8*s.* 7*d.* It appears from an account kept by William Spencer, that during the above-mentioned period the sums received, including the balance paid by Mr. Murphy, and a sum of 6*l.* 12*s.* 10*d.* received for elm timber sold in 1819, amounted to 629*l.* 2*s.* 10*d.*, and that the sums expended, consisting of the charge for the trust-deed of 1817, the payments to the widows, the expenses of the road-making, &c., a few small sums laid out in the repairs of the hospital, tithes paid to the vicar of St. Werburgh, quit-rent paid to the corporation, and the rent of the acre of land belonging to Liversage's charity, amounted to 853*l.* 4*s.* 6*d.* Mr. Holden appears, therefore, to have been in advance to the charity at Michaelmas 1821 in the sum of 224*l.* 1*s.* 7*d.* From 1821 to the present time no account has been kept of the receipt and expenditure of the income of the charity. Mr. Holden states that after that time a loss of income was sustained by the failure of the garden-rents, and by a part of the land remaining unoccupied during the transactions relating to the exchange of the land appropriated to the site of the county gaol; that he has since 1821 continued the allowance of 15*l.* half yearly to each of the widows, except in one instance in 1822, when it was reduced to 13*l.*; and that he has made various other payments on account of the

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continued.

charity. It would have been much more satisfactory if regular accounts had been kept, and we strongly recommend that in future the accounts should be entered into a book, and audited annually by the trustees on a day to be appointed for that purpose. There seems, however, to be no doubt, that if an accurate account could now be made out between the charity and Mr. Holden, it would appear that his expenditure has much exceeded his receipts; but Mr. Holden further states, that a few years ago he purchased some land contiguous to the charity-estate, and that a principal object of that purchase was the increase of the value of the latter, by opening a communication to it with Dayson-lane; that by the re-sale of that land he has made a sufficient profit to indemnify him for the sums which he has advanced to the charity, and that he therefore makes no claim of re-payment for those advances.

It is hoped that the before-mentioned balance remaining in the bank of Messrs. Smith and Co. upon the completion of the two exchanges, will be sufficient to defray the expense of the repairs of the hospital, which are now required. The whole of the future clear rents, therefore, of the estates, subject to deductions for the usual annual outgoings, and for such future repairs and other incidental expenses as shall become necessary, ought in conformity with the directions of the founder, to be divided equally amongst the five inmates of the hospital.

BYROM'S CHARITY.

Byrom's Charity.

Thomas Byrom, of Derby, apothecary, by his Will, bearing date 14th July 1714, and proved at Lichfield in the following year, devised his messuage or tenement, situate in Derby, in a street called the Rotten Row, then in the occupation of Job Grice and William Ilsley, with the shops, rooms, and appurtenances thereto belonging, to Samuel Pole, of Radborn, esq., William Woolley, of Derby, esq., and John Gisborne, of Derby, gent., and their heirs, in trust, for ever, yearly to employ the rents and profits of the said premises in satisfying and discharging the charges of teaching and instructing such and so many poor children of and within Derby aforesaid, and at and for such time and times as the said Samuel Pole, William Woolley, and John Gisborne, their heirs and assigns, or the major part of them, should from time to time think fit and order, to read English, and to learn the Creed, the Lord's Prayer and the Ten Commandments, and other the fundamentals of the Protestant religion contained in the church catechism, and in buying such books as for that end should be by the said Samuel Pole, William Woolley, and John Gisborne, their heirs and assigns, or the major part of them, thought necessary; so as there should be yearly, for ever, the whole clear yearly rents and profits of the said devised premises laid out in teaching poor children, and buying books as aforesaid; and he directed that when any one or more of the said trustees should die the survivors or survivor of them should convey the said devised messuage and premises to as many other persons as they should think fit, to the use of the said grantors and grantees, and their heirs, in trust, for the purposes aforesaid; and that the like conveyance should be made in all future times as often as any one or more of the trustees for the time being should die; and that the charge of making such conveyance should from time to time be paid out of the rent of the said premises.

The trust-premises derived from this donor's will consist of a small house and shop in Rotten Row, Derby, in the occupation of Mr. William Edwards, watchmaker, as yearly tenant, at the rent of 14*l.* per annum, the tenant paying the taxes and doing the repairs. The rent appears to have been the same as at present from the year 1784, when it was increased to that amount from 9*l.* 15*s.*

At the time of our investigation of this charity the deeds by which trustees of it have been from time to time appointed could not be found; but an account-book was produced to us, commencing in 1772, with a balance of 20*l.* 13*s.* 3½*d.* as appeared by "Samuel Crompton's book;" and the accounts of that period are stated in the book to be those of Samuel Crompton, John Gisborne, Thomas Coke, and Gilbert Fox, trustees for Mr. Thomas Byrom's charity. In 1779, Samuel Crompton, Gilbert Fox, Samuel Crompton, junior, and Thomas Stafford were the trustees; and in that year a sum of 2*l.* 12*s.* 6*d.* is charged as having been paid to Mr. John Leaper, solicitor, for two deeds for the appointment of the two last-mentioned gentlemen. In 1793 there is an entry in the account-book, purporting to be a request from the trustees to Mr. Richard Leaper to act as treasurer in the room of Mr. Samuel Crompton, who had resigned that office; and from that time to the present the rents have been received, the payments

ments made, and the accounts kept, by Mr. Richard Leaper. Mr. Leaper at the time of our investigation conceived that although he had thus acted as treasurer at the request of the trustees he had not been himself appointed a trustee; but the draft of a deed, dated in 1787, has since been found, with a memorandum indorsed upon it of its having been ingrossed, purporting to be a conveyance of the trust-premises from Samuel Crompton, esq., as the surviving trustee of this charity, to the use of John Crompton, Samuel Fox, and Richard Leaper, jointly with himself, upon the trusts of Mr. Byrom's will.

The three last-mentioned gentlemen are still living, and it is intended that a deed shall be made by them for the purpose of adding two new trustees to their number.

The premises are in tolerable repair, but they are old; and a surveyor, who has viewed them since our investigation, has stated his opinion that it would cost about 130*l.* to put them into good condition, and that they would then be worth about 24*l.* per annum. Mr. Leaper, however, informs us that Mr. Edwards, the tenant, is willing to give 20*l.* a-year for them in their present state, and that he conceives that it will be advantageous to the charity for the trustees to accede to these terms.

Mr. Leaper's accounts commence in 1793, with a balance received by him of 12*l.* 14*s.* 3½*d.*, and credit is given in it for the receipt of the rent, at 14*l.* per annum from that time to the present. His expenditure has consisted of some payments for repairs of the house in 1794 and 1798; an annual sum of 9*l.* 12*s.*, which until 1810 was paid in equal shares between two schoolmistresses for teaching 16 poor children each, and from 1810 to the present time has been paid to one schoolmistress residing in Bow-lane, Derby, for teaching 32 children of that town to read, and a few occasional payments for books for the children. The last payment charged in the accounts for the purchase of books is a sum of 3*l.* in 1813.

In consequence of the receipts having so much exceeded the expenditure a considerable balance has accumulated, which on 27th March 1826 amounted to 143*l.* 11*s.* 10½*d.* in the hands of Mr. Leaper. It seems desirable that this balance should be reserved as a fund for rebuilding or repairing the house in Rotten Row whenever it may become necessary; but in the mean time it ought to be placed out on good security at interest, so as to make an addition to the income of the charity.

It will be observed that the directions of Mr. Byrom that the whole clear yearly rents and profits of the premises should be laid out in teaching poor children and in buying books for them, have not been hitherto observed; but we hope that in future the income, improved as it will be by the augmentation of the rent and the interest of the balance, will be so applied by the trustees, in conformity with the donor's intentions, that the charity may become more extensively useful than it has hitherto been.

CUNDY'S CHARITY.

The particulars of Dorothy Cundy's charity, a portion of the income of which is applicable to the benefit of poor people of Derby, being freemen of the trades of a fellmonger or glover, or the widows of such freemen, will be stated in a subsequent part of this Report, in the account of the charities of the parish of St. Werburgh.

Derby.
Byrom's Charity,
continued.

It is stated, on a table of benefactions in All Saints Church, that Peter Hough, of Langley, gave 20*s.* per annum in bread to 20 widows of the borough of Derby.

In the account of the charities of the parish of Dalbury, in a subsequent part of this Report, some particulars will be found of lands supposed to have been given by Peter Hough, for the benefit of that parish, the parish of Langley, and other places in the county of Derby, but we have not met with any further trace of a gift of this donor to the poor of the borough of Derby.

Peter Hough, of Langley, was buried in that parish in 1689: Searches have been made for his will at Doctors Commons and at Lichfield, but without effect.

PARISH OF ALL SAINTS.

All Saints.

Charities of the
Countess of Devon-
shire and others.

CHARITIES OF THE COUNTESS OF DEVONSHIRE AND OTHERS.

The portion of these charities (the particulars of which have been already stated in the above account of the charities under the management of the corporation), appropriated to the parish of All Saints amounts to 7*l.* 16*s.* per annum, which is received by the churchwardens from the chamberlain shortly before Christmas, and is distributed to Mr. James Sadler, who has held the office of assistant overseer of the poor of this parish since 1811, with the occasional assistance of the churchwardens, in the vestry, on St. Thomas's-day, together with a portion of the alms collected at the sacrament in the parish church, amounting to 5*l.* 5*s.* per annum, amongst all the poor of the parish (except those in the workhouse) whether resident or not, in sums usually amounting to 1*s.* each.

In the week preceding St. Thomas's-day tickets are delivered to such poor persons as apply for them, and the money is paid on the production of those tickets. If any surplus remains after the general distribution, it is given amongst those who are thought the most deserving objects.

The sums received and distributed in respect of this and the other charities of the parish have hitherto formed part of the general churchwardens account, but it appears to us that it would be more correct to keep a distinct account of the charities alone.

SWETNAM'S CHARITY.

Swetnam's Charity.

By Indenture, bearing date 21st September, 1652, Jethro Thornton, in consideration of 26*l.* paid by the Rev. *Joseph Swetnam*, minister of the church of All Saints, and by the direction of the said *Joseph*, granted to Roger Allestrey, Gilbert Ward, Samuel Goodwin, and Edward Walker, and their heirs, a yearly rent-charge of 26*s.* to be issuing out of a barn and croft or back-side, then the inheritance of the said Jethro Thornton, situate in Full-street, Derby, lying between the land of William Allestrey, esq. northward, and the land of Samuel Houghton, southward, and abutting upon the river Derwent towards the east, in trust, to distribute yearly on Good Friday, as a charitable gift of the said *Joseph Swetnam*, 16*s.* to 16 poor widows dwelling in the parish of All Saints, being of honest conversation, to each twelve pence, at the discretion of the said trustees and of the churchwardens and overseers of the poor of that parish, or the greater part of them, and the other 10*s.* residue thereof, to 10 poor widows, dwelling in the parish of St. Alkmund, Derby, to each twelve pence, at the discretion of the said trustees and the churchwardens and overseers of the poor of that parish, or the greater part of them.

This abstract is taken from a copy of the deed found amongst the documents of the parish of All Saints, purporting to have been taken, in 1706, from the original deed then remaining in the hands of Alexander Stanhope, esq.

In respect to the portion of this charity applicable to the parish of All Saints, an annual sum of 16*s.* is received by the churchwardens from Edwin Broomhead, the tenant of a house in Full-street, which belonged to the late Daniel Parker Coke, esq.

The application of the residue of the annuity of 26*s.* will be stated amongst the charities of the parish of St. Alkmund.

	£.	s.	d.
The annual sum arising from this charity	-	16	-
And those arising from the following charities, viz.			
Stone's Charity	-	10	-
Harpur's Charity	-	10	-
Beaumont's Charity	-	10	-
A rent paid by Mr. Edge	-	10	-
A rent paid by Mr. Thorpe out of a house in Sadler-gate	-	6	8
And the rents of the two houses in Bag-lane, given by W. Duffield	-	8	5
Amounting in the whole to	£.	11	7 8

are distributed on Good Friday amongst poor persons of the parish (including many widows) in sums usually of 1*s.* each, in the same manner as the before-mentioned distribution is made on St. Thomas's-day.

STONE'S CHARITY.

Elizabeth Stone, by her Will, bearing date 12th July, 1717, gave to the Rev. Thomas Gilbert, and his heirs, her house and garden in Kirk Ireton, in the county of Derby, of 25s. yearly rent, in trust, to pay to ten poor widows of the parish of All Saints, Derby, being of the communion of the church of England, 1s. a-piece on Easter-day.

All Saints.
Stone's Charity.

This annual sum of 10s. is now received by the churchwardens from Mrs. Mellor, of Little Eaton, as the owner of a house and garden at Kirk Ireton, and forms part of the distribution on Good Friday.

HARPUR'S CHARITY.

It is stated in a book relating to the parish of All Saints, that *Joyce Harpur*, gave 10*l.* to raise 10s. a year, for ever, for the poor of this parish, which 10*l.* was applied towards the building of a workhouse, and the interest was, according to a parish order, to be yearly distributed for ever according to the intent of the giver by the churchwardens.

Harpur's Charity.

This annual sum of 10s. is now paid by the overseers of the poor of All Saints, out of the poor's rates, to the churchwardens, and forms part of the distribution on Good Friday.

BEAMONT'S CHARITY.

It is stated in the same book that *Alice Beamont* gave 10s. a year in bread to the poor of this parish, to be distributed in the church-porch on Christmas-eve and Good Friday.

Beamont's Charity.

This annual sum of 10s. is now received from the tenant of a house on the west side of Full-street, belonging to Mr. Roger Cox, and forms part of the distribution on Good Friday.

RENTS OF 10s. AND 6s. 8*d.*

In the before-mentioned book relating to the charities of this parish it is stated that Benjamin Edge paid to the churchwardens 10s. per annum out of a piece of ground called Middleton's Pingle.

Rents of 10s. and 6s. 8*d.*

And that Joshua Tatham paid out of a house in Sadler-gate 6s. 8*d.* being in a chief-rent.

The former of these rents is now paid by Mrs. Frances Edge, the occupier of the land called Middleton's Pingle, which is situate at Normanton, and the latter by Mr. Edward Thorpe, as the owner of a house in Sadler-gate, Derby.

These small rents form part of the distribution to the poor on Good Friday. We have not obtained any further information relating to them.

DUFFIELD'S CHARITY.

William Duffield, by his Will, bearing date 22d December 1639, gave to the poor of All Saints parish, namely, to such as were lame and not able to work, six gowns, at 16*d.* a yard, for maintaining of which he left the rent of his house in Friar-gate, Derby, between the vicarage and William Shaw's house, for ever.

Duffield's Charity.

He also gave the rent of his house in Bag-lane to the poor of All Saints parish, they maintaining it in as good repair as it was.

The property in Friar-gate given by this will now consists of two houses, in the situation above described, one of which was at the time of our investigation (May 1826) in the occupation of the widow of Bernard Bretnor, at the rent of 7*l.* 10s. per annum, and the other in the occupation of Richard Redgate, at the rent of 8*l.* per annum. Both these houses were held on leases from the churchwardens, which expired at Christmas 1824, at the above-mentioned rents, and notice had been given to the tenants to quit their respective tenements at Christmas 1826, when it was expected that they might be re-let at an increased rent.

The houses are stated to be in tolerable repair. The rents have been hitherto carried to the general churchwardens account, from which 30 gowns have been annually provided, and given to as many poor widows of the parish. Shortly before Christmas, Mr. Sadler, the assistant overseer, makes out a list for the churchwarden of 30 widows, and thus each poor widow in the parish receives a gown about once in two years.

The expense of providing these gowns, including the cost of making them, being 18*d.* for each, appears from the churchwardens accounts to have in some years exceeded, and in others to have been rather less, than the amount of the rents of the two houses.

All Saints.
 ———
 Duffield's Charity,
continued.

The house in Bag-lane, given by the will of this donor, was, in 1740, being at that time in a ruinous condition, leased by the then churchwardens of All Saints parish to Robert Simpson, under the description of a messuage, with a little building on the back-side thereof, situate on the north side of Bag-lane, for a term of 70 years, at the yearly rent of 1*l.* 10*s.*, the lessee covenanting to expend 50*l.* in the repairs of the premises.

This term of 70 years having expired in 1810 a new lease was granted on 30th March 1812, whereby, after reciting that it had been agreed at a vestry meeting of the parishioners of All Saints that the premises should be let by auction, and that George Simpson had become the highest bidder for the same, Thomas Trafford and William Turner, the then churchwardens, demised the said premises by the description of a messuage situate in Bag-lane, and a messuage situate down the yard, and adjoining the first-mentioned messuage, and another small tenement adjoining, situate in the said yard, for a term of 21 years from 25th March then instant, at the yearly rent of 8*l.* 5*s.* with a covenant on the part of the lessee to keep the premises in repair.

The above-mentioned premises are stated to be now in good repair. The rent is received from the lessee by the churchwardens, and forms part of the distribution to the poor on Good Friday.

WARD'S CHARITY.

Ward's Charity.

By Indentures of Lease and Release bearing, date 15th and 16th August 1707, between the mayor and burgesses of the borough of Derby, of the one part, and Thomas Cotchett and eleven others, of the other part, reciting, that by indenture of feoffment bearing date 31st March 1673, between *Samuel Ward*, of Derby, maltster, of the one part, and Hugh Bateman, esquire, Samuel Wills, clerk, rector of the parish of All Saints, Humphry Yates, William Handford, and eight others, of the other part; the said Samuel Ward, to the intent that the lands and tenements thereafter mentioned might be conveyed and settled unto and upon the said Hugh Bateman and his heirs, the said Samuel Wills and his successors, rectors of All Saints, and the said Humphry Yates, William Handford, and others, and their heirs, to the use of himself for life, and after his decease for such charitable purposes as were expressed in a schedule annexed to the said indenture of feoffment, granted and enfeoffed to the said Hugh Bateman and his heirs, the said Samuel Wills, and his successors, and the said Humphry Yates and others, and their heirs, his moiety of a parcel of ground called Darley Slade, within the liberties of Darley near Derby, and his moiety of a flat of arable land called Crab Tree Flat, containing by estimation eight acres one rod, on the south side of Darley Slade, shooting into the said Slade, and the moiety of three acres of arable land on the north side of the said Slade, with the moiety of a balk adjoining to the said three acres, which three acres and balk adjoined to a highway leading to Allestree, and which said premises were by him purchased of Adrian Mundy to the uses and purposes in the said indenture and schedule expressed, which were as follows, viz. immediately after the decease of the said Samuel Ward, for the raising and making for ever, out of the rents of the said lands, 2*s.* weekly, to be bestowed weekly in six loaves of bread of the value of fourpence a-piece, to be distributed by the said Samuel Wills and his successors, and the other parties of the second part, and their heirs, or such person as they should appoint, to six of the most indigent poor persons which should inhabit within the parish of All Saints, on the Lord's-day, immediately after the morning sermon at the parish church of All Saints; and all manner of persons, of what persuasion or religion soever, if poor and indigent, were to be participants of the said gift; but those who came frequently to church, and such as were of the name and kindred of the said Samuel Ward, if poor, were to be preferred before others; and it was thereby intended that the bread should be distributed as well to such indigent persons as were named in the church-book, to receive alms from the parish, as to such indigent housekeepers and others as were not named in that book, according to the discretion of the said trustees, provided that the same six persons should not constantly participate in the said gift, but should be changed so often as the major part of the said trustees should think meet; and it was declared, that when eight of the trustees should die, the survivors should, at the costs of the parishioners of All Saints, convey the said lands to the mayor and burgesses, to the intent that

they

they should re-convey the same to the surviving trustees, and such eight others of the inhabitants of Derby, as the survivors should nominate; and reciting a conveyance, bearing date 22d and 23d July then last, from William Handford, as the survivor of the trustees, under the deed of 1673, of the said lands to the said mayor and burgesses, the said mayor and burgesses re-conveyed the same to the said Thomas Cotchett, and the other parties of the second part, and their heirs, to the uses mentioned in the said recited indenture and schedule.

The original deed of 1673 above recited is not found amongst the parochial documents.

The last appointment of trustees of this charity was made in 1809. By indentures of lease and release, bearing date 23d and 24th November in that year, Sir Hugh Bateman, Samuel Crompton, Thomas Evans, and John Bingham, as the surviving trustees, conveyed the trust-premises to the mayor and burgesses of Derby, who, by indenture of feoffment, bearing date 25th of the same month, re-conveyed the premises to the above-mentioned four persons, and to Daniel Parker Coke, John Crompton, Charles Upton, John Bell Crompton, the Rev. Charles Stead Hope, the Rev. Henry Peach, Nathaniel Edwards, and John Cox, and their heirs, upon the trusts aforesaid.

Of the above-mentioned trustees John Crompton, John Bell Crompton, the Rev. Charles Stead Hope, the Rev. Henry Peach, and John Cox, are still living.

The property of this charity consists of an undivided moiety of a parcel of land, containing between eleven and twelve acres, on the west side of the turnpike-road leading from Derby to Allestree, the other moiety of which belongs to Moore's Charity next hereinafter mentioned. This land is now in the occupation of James Palmer, the son of George and Rosamond Palmer, under a lease bearing date 30th December 1809, made between Sir Hugh Bateman and six others, surviving trustees, of one moiety of the premises in respect of Isabel Moore's Charity, and the said Hugh Bateman and eleven others, as the trustees of the other moiety thereof, in respect of Samuel Ward's Charity, and Rosamond Palmer, widow, of the other part, whereby, after reciting that the said several trustees had caused the lands thereby demised to be put up by auction for occupation, on a lease of 21 years, at which George Palmer, deceased, the husband of the said Rosamond Palmer, bid the highest rent, and agreed to become tenant thereof at the rent of 87*l.* per annum, the said parties of the first part demised to the said Rosamond Palmer the parcel of land called Darley Slade, and the flat of arable land called Crab Tree Flat, and the three acres and balk on the north side of the said Slade, (all of which were formerly the estate of the said Isabel Moore and Samuel Ward, in undivided moieties, and were late in the occupation of John Cox and Walter Evans, as lessees, at 38*l.* per annum,) for the term of 21 years, from the 25th March then last, at the yearly rent of 87*l.*, one moiety thereof payable to the trustees of Isabel Moore's Charity, and the other moiety to the trustees of Samuel Ward's Charity, clear of all taxes, and also the additional rent of 10*l.* per acre for every acre that should remain in tillage on the 25th of March 1827, and rent after the same proportion for any quantity of land which should be converted into tillage during the residue of the said term.

After this lease was granted, the whole of the land which had previously been in pasture, was converted into nursery and garden-ground. Mrs. Rosamond Palmer is still living, but has retired from business, and her son is in possession of the premises.

We have not seen any account of the receipts and disbursements of these two charities previous to the appointment of Mr. James Sadler to be the assistant overseer of the parish in 1811; but from that time Mr. Sadler has received the rents and made the payments, and has kept a regular account.

Of the rent of 87*l.* the sum of 43*l.* has been carried to the account of Ward's Charity, and the sum of 44*l.* to the account of Moore's Charity, by half-yearly payments, subject to a deduction for the property-tax during its continuance, which was afterwards recovered, and to an allowance of 20 per cent. on the rent made by the trustees to the tenant from Michaelmas 1823 to Michaelmas 1825.

The rent, which is now paid without deduction, is considered the full value of the land.

All Saints.

Ward's Charity,
continued.

All Saints.
 Ward's Charity,
continued.

The above-mentioned portion of the rent belonging to this charity is thus disposed of:

	Per Annum.
To two bakers appointed by the churchwardens for providing 30 sixpenny loaves, which are sent to All Saints church every Sunday - - - - -	£. 39 - -
To Mr. Sadler, for receiving the rents, making the payments, and keeping the accounts - - - - -	3 - -
To the parish-clerk of All Saints for distributing the bread - - - - -	1 - -

During the period of the above-mentioned reduction of the rents a proportionate diminution was made in the weekly distribution of bread.

The loaves are distributed every Sunday at the church by the parish-clerk, before morning service, according to a list containing the names of such poor persons of the parish as, upon applications to the parish-clerk, which are referred to the churchwardens, or to Mr. Sadler, are considered proper objects. They are given to the persons in this list in rotation, so that each receives a loaf about once in a month.

At the time of our investigation Mr. Sadler had in his hands a balance of 9*l.* 1*s.* 8*d.* which had arisen from a sum of 1*l.* 19*s.* paid to him by the executors of Joseph Handford, whom he succeeded in the office of assistant overseer, as belonging to this charity, and from two years property-tax recovered in 1813. As it appeared unnecessary that any balance should be kept in hand, it was proposed to distribute the above-mentioned 9*l.* 1*s.* 8*d.* in bread to the poor of this parish in the course of the then ensuing winter.

MOORE'S CHARITY.

Moore's Charity.

By Indenture of Feoffment, bearing date 31st March 1673, between Isabel Moore, of the one part, and Samuel Wills, clerk, rector of the parish of All Saints, Hugh Bateman, esquire, and ten others, of the other part, to the intent that the lands and tenements of the said Isabel Moore thereafter mentioned, might be conveyed to the said Samuel Wills and his successors, and to the said Hugh Bateman and others, and their heirs, for the raising of 5*l.* yearly, to be yearly bestowed for the putting forth an apprentice of one male child, being the son of some poor indigent person inhabiting within the said parish of All Saints, in such manner as was expressed in a schedule to the said indenture of feoffment annexed, the said Isabel Moore granted to the said Samuel Wills and his successors, and to the said Hugh Bateman and others, and their heirs, her moiety of a parcel of ground called Darley Slade, lying within the liberty of Darley, and her moiety of a flat of arable land called Crab Tree Flat, containing, by estimation, eight acres one rod, lying on the south side of the said ground called Darley Slade, shooting into the said Slade, and the moiety of three acres of arable land lying on the north side of the said Slade, together with the moiety of a balk adjoining to the said three acres last mentioned, which three acres and balk adjoined to the highway leading to Allestrey, to hold to the uses expressed in a schedule thereto annexed.

By the said schedule it was declared that the said premises were conveyed to the use of the said Isabel Moore, and three other persons therein mentioned, and their heirs, during the life of the said Isabel, on trust, that they should yearly, out of the rents and profits of the said lands, raise the sum of 5*l.*, to be bestowed in the putting forth to be an apprentice in some honest trade of one male child, being the son of some such poor indigent person inhabiting within the parish of All Saints, as they should think fit, the same putting forth to be at a parish meeting within the said parish church, on Tuesday next after Shrove Sunday, if the parishioners should assemble for that purpose, and in defect of such meeting, the same putting forth to be by the said Isabel Moore, and three others, present in the said parish church; and after the decease of the said Isabel, to the use of the said Samuel Wills, and his successors, and of the said Hugh Bateman, and 10 others, and their heirs, on trust, that they should yearly, out of the rents and profits of the said premises, raise the sum of 5*l.*, to be bestowed in putting forth such apprentice as aforesaid, such putting forth to be at a parish meeting as aforesaid, if the parishioners should so assemble, and in defect of such meeting, to be by the said trustees present at the putting forth in the said parish

parish church; and it was declared, that when eight of the trustees should die the survivors should, at the cost of the parishioners of the said parish, convey the said premises to the mayor and burgesses of Derby, and their successors, upon condition that they should re-convey the same to the said four survivors, and to such eight other persons inhabiting within the said borough of Derby as the said survivors should appoint; and it was also declared that the trustees should not make any lease of the said premises exceeding 21 years; and it was provided, that in case the parishioners of the said parish, after such conveyance made by the said four surviving trustees to the said mayor and burgesses of Derby, should neglect or refuse, at their own costs, to procure such re-conveyance to the said four survivors, and eight others to be by them nominated as aforesaid, by the space of one month, the said mayor and burgesses should, at the costs of the parishioners of the parish of St. Peter, Derby, re-convey the said premises to the said four surviving trustees, and eight other persons to be by them nominated as aforesaid, and their heirs, on trust, to put forth such apprentice yearly, being the son of some poor indigent person of the said parish of St. Peter; and that from thenceforth the charitable gift to the parish of All Saints should cease.

All Saints.

Moore's Charity,
continued.

The last appointment of trustees of this charity was by deed, bearing date 21st October 1782. Of the persons to whom a conveyance was then made by the mayor and burgesses of Derby, the Rev. Thomas Gisborne and John Crompton, esquire, are the only survivors, who, with the Rev. Charles Stead Hope, as minister of the parish of All Saints, are the trustees of the charity. It seems proper therefore that a new appointment of trustees should be made.

The particulars of the property, to one undivided moiety of which this charity is entitled, have been already stated in the above account of Ward's charity.

The portion of the rents carried to the account of this charity is 44*l.* per annum, of which 4*l.* is allowed to Mr. Sadler for collecting the rents, superintending the binding of apprentices, and keeping the accounts, and the residue is applied in binding out poor boys of this parish.

Applications are made by persons who wish to have their sons apprenticed, to Mr. Sadler, who makes inquiries into their circumstances, and into the fitness of the proposed masters, and if the result of these inquiries is satisfactory, the indentures are prepared, and are afterwards signed by the trustees. A premium of 10*l.* is usually allowed for each apprentice, except for those bound to framework-knitters, which is not considered an advantageous trade to the boys, and for them the premium allowed is only 5*l.* The expense of the indentures is paid by the parish.

It does not appear to have been at any time the practice to nominate the apprentices placed out under this charity at a parish meeting, as directed by Mrs. Isabel Moore.

The accounts kept by Mr. Sadler of this charity and of Ward's charity have not been audited by the respective trustees, but Mr. Sadler states that they are open to the inspection either of the trustees or the parishioners.

The following numbers of apprentices have been bound out in the last five years:

					With a premium of £. 10.					With a premium of £. 5.
1821	-	-	-	-	Two.	-	-	-	-	Two.
1822	-	-	-	-	Five.	-	-	-	-	Two.
1823	-	-	-	-	Two.	-	-	-	-	One.
1824	-	-	-	-	Four.	-	-	-	-	Five.
1825	-	-	-	-	One.	-	-	-	-	One.

At the time of our inquiry there was a balance of 29*l.* 8*s.* in Mr. Sadler's hands on account of this charity.

GOODWIN'S CHARITY.

Francis Goodwin, of Derby, glover, by his Will, bearing date 11th November 1626, and proved in the Prerogative Court of Canterbury, gave his house, wherein Richard Crowcraft then dwelt, standing in the beast-market in Derby, to his son, Francis Goodwin, and the heirs of his body, with divers remainders over, and an ultimate remainder to the right heirs of the testator, he and they performing the conditions following; that is to say, that the rent of the said house should be bestowed, yearly, for ever, 14 days before Christmas, in cloth, to be given to the poor in Derby, such as should be thought to have most need; and if his executor, or his succeeding heirs, or any of them, should neglect to

Goodwin's Charity.

All Saints.
 Goodwin's Charity,
continued.

employ and bestow the said yearly rent of his said house according to his will, he directed that his said house should thenceforth be and remain to the bailiffs of the borough of Derby for the time being, and so successively for ever, to the use of the poor as aforesaid, charging them, upon their consciences, to employ the rent of it as aforesaid; and he appointed his said son Francis to be the executor of his will.

In the before-mentioned old book relating to the charities of this parish, this benefaction is stated as being a yearly sum of 1*l.* 13*s.* 4*d.* for ever, out of a tenement at the Market Head, in the parish of St. Werburgh.

Mr. Robert Dowman Battelle is the present owner and occupier of a house in the market-place, opposite the shambles, and distributes at Christmas, to each of four poor women, usually widows of the parish of All Saints, recommended to him by Mr. Sadler, the assistant overseer of the poor, a sufficient quantity of cloth to make a gown, of the value of 7*s.* making in the whole 1*l.* 8*s.* per annum.

It appears, from this donor's will, to have been his intention that the whole annual value of the house given by him should be bestowed in cloth for the poor of the borough of Derby, without any limitation to those of this parish in particular. But Mr. Battelle has produced to us an abstract of the title-deeds of his house, from which it appears, that in 1733 it was made the subject of a marriage settlement, that by a purchase-deed thereof, in 1767, it was conveyed, free from incumbrances, except "a certain charity of 1*l.* 8*s.* or thereabouts, per annum, which is laid out in the purchase of four gowns for poor widows of the parish of All Saints, in Derby, and distributed to them at Christmas-day annually by the owner of these premises;" and that in the conveyance in 1821 to Mr. Battelle and Mr. Thomas Grime, who were joint purchasers thereof, there is an exception in the same terms as the above.

Under these circumstances, it does not appear to us that there is sufficient ground for charging Mr. Battelle, as the owner of this house, with any farther annual sum beyond that, the amount which he now distributes in cloth.

CHARITY FOR GOWNS FOR POOR WIDOWS.

Charity for Gowns
 for Poor Widows.

Six gowns, of the value of about 10*s.* each, have been for many years given at Christmas, to six poor widows, of this parish, which were paid for by the agent of the late Sir Hugh Bateman, bart. until the time of his death, about two years ago, out of the rents of property at Derby which belonged to Sir Hugh, and which now belongs to his nephew, Richard Thomas Bateman, esq. and the same distribution has been continued since Sir Hugh's decease. We are informed by Mr. Bateman's agents that they cannot find any document showing by whom or at what time this charity was given, but Mr. Robert Weddell, who now receives the rents of Mr. Bateman's property, states that he has been informed that the distribution is made in respect of a house in Saint Mary-gate, part of that property, now occupied by Mr. Thomas Ley Greaves.

PARISH OF ST. ALKMUND.

CHARITIES OF THE COUNTESS OF DEVONSHIRE AND OTHERS.

St. Alkmund.
 Charities of the
 Countess of Devon-
 shire and others.

The annual sum of 2*l.* 5*s.* 4*d.* is received from the chamberlain of the corporation by the churchwardens of this parish, as the portion of the charities of the Countess of Devonshire and others, appropriated to the poor thereof, the particulars of which charities have been already stated, and this sum, together with 10*s.* received in respect of Swetnam's charity, and 10*s.* in respect of Nayler's charity hereinafter mentioned, and one moiety of the alms collected at the sacrament (the other moiety thereof being given to the poor by the minister), forms a fund from which a distribution is made on the day after Christmas-day, at the vestry, amongst poor persons of the parish, who attend for that purpose, in sums varying from 6*d.* to 2*s.* each. Whatever surplus remains after this distribution is divided between the churchwardens and the vestry-clerk, and is given by them amongst other poor persons who are considered proper objects, but who from illness or other cause are unable to attend the meeting.

SWETNAM'S CHARITY.

An abstract of a deed, dated in 1652, whereby, in consideration of 26*l.* given by the Rev. *Joseph Swetnam*, a yearly rentcharge of 26*s.* was granted out of a house in Full-street, Derby, 10*s.* whereof was to be given to 10 poor widows of St. Alkmund's parish, 12*d.* to each, has been already given in the account of this donor's gift to the poor of All Saints parish.

St. Alkmund.
Swetnam's Charity.

This annual sum is now paid to the churchwardens of this parish by Mr. Edwin Broomhead, the occupier of the house in Full-street charged therewith.

This charity is not specifically given to ten poor widows, but in the above-mentioned general distribution to the poor on the day after Christmas-day more than 10 widows are included.

NAYLER'S CHARITY.

Christopher Nayler, by his Will, bearing date 4th February, 1666, and proved at Lichfield, declared his will to be, that John Nayler, and his heirs, should have his house, with its appurtenances, situate in the parish of St. Michael, wherein the testator then dwelt, on condition that he and his heirs should pay yearly the sum of 20*s.* to the overseers of the poor of the parishes of St. Michael and St. Alkmund, for ever, to either of the said parishes, 10*s.* a-piece, to be by them distributed to the most honest and needful poor people inhabiting therein, on 25th December, with a power for the overseers of the poor of either parish to distrain in case of non-payment of the annuity.

Nayler's Charity.

The annual sum of 10*s.* is now paid to the churchwardens by Mr. John Palmer, the occupier of a house in Queen-street, Derby, opposite St. Michael's Church, belonging to Mrs. Gilham. The application of it has been already stated.

PARISH LAND.

By Indenture, bearing date 1st February 1667, between the mayor and burgesses of Derby of the one part, and Samuel Goodwin, John Reeve, and eight others, parishioners of the parish of Saint Alkmund of the other part, reciting that there were several parcels of ground belonging to the poor of the said parish of St. Alkmund lying dispersed amongst the lands of the said mayor and burgesses in Little Chester, in the county of Derby, and one other parcel of land belonging to the said parish in Chester aforesaid, which the said mayor and burgesses had lately aliened to the Dean of Lincoln and his successors, on a partition made between the dean and them; and reciting, that the said mayor and burgesses had agreed to allow to the said parish other lands in lieu of the said parcels of lands of equal quantity and quality, lying together, the said mayor and burgesses conveyed to the said Samuel Goodwin and others, and their heirs, a parcel of land situate in a field in Chester, called the High Greave Field, containing 4*A.* 2*R.* 36 $\frac{1}{2}$ *P.* bounded as therein described, to the use and behoof of the poor inhabitants of the said parish for ever, in exchange for one parcel of pasture ground situate in the High Greave Field aforesaid, containing 3*R.* 16*P.* and a parcel of land in the said field containing 1*A.* 0*R.* 12*P.* and a parcel of ground in the said field containing 3*R.* 37*P.* and a parcel of meadow-ground in a close called Bakewell Close in Chester aforesaid, containing 1*A.* 0*R.* 4*P.* and a parcel of land in Sandyway Field called Sidneys Flat, containing 3*R.* 7 $\frac{1}{2}$ *P.* aliened to the Dean of Lincoln as aforesaid, which said parcels of land, the said Samuel Goodwin and others, with the advice and consent of all the inhabitants of the said parish, thereby conveyed to the said mayor and burgesses and their successors.

Parish Land.

By Indenture, bearing date 22d April 1782, between William Reeve, as the great grandson and heir-at-law of the above-mentioned John Reeve, who was the surviving trustee of the land taken under the exchange of 1667, granted and enfeoffed to Thomas Lowe the younger, Thomas Eaton the younger, Kirk Boot, Thomas Allen the younger, Edward Wheeldon, William Cockayne the younger, William Harrison, William Ford, Nathaniel Cockayne, and William Birch the younger, inhabitants of the parish of St. Alkmund, and their heirs, the said field, to the use and behoof of the poor inhabitants of the said parish of St. Alkmund for ever.

Of the trustees named in the deed of 1782, Thomas Lowe, Thomas Allen and Edward Wheeldon are still living.

We have not been able to discover at what period, or by what means, this parish became possessed of the parcels of land granted in exchange to the

St. Alkmund.

Parish Land,
continued.

corporation in 1667. Although in the deed of that date the lands are mentioned as belonging to the poor, and in the trust-deed of 1782, the land received upon the exchange of 1667 was conveyed to the use of the poor inhabitants of the said parish, the rents of that land appear from the parish-books to have been in 1699 (being the date of the earliest account produced to us), and from that time to the present, carried to the general account of the overseers of the poor in aid of the poor's rates.

The field described in the deed of 1667 as containing 4 A. 2 R. 36 $\frac{1}{2}$ P. is now in the occupation of Sampson Tomlinson, as yearly tenant, at the rent of 16*l.* per annum, at which it has been let for about 16 years, but which is considered to be rather less than its full value. The rent is received by the vestry-clerk, and carried to the overseers' account.

PARISH OF ST. MICHAEL.

CHARITIES OF THE COUNTESS OF DEVONSHIRE AND OTHERS.

St. Michael.

Charities of the
Countess of Devon-
shire and others.

The annual sum of 1*l.* 2*s.* 8*d.* being the portion of these charities appropriated to the poor of this parish, is received from the chamberlain of the corporation by the churchwardens, and is annually distributed, shortly after Christmas-day, in sums of 6*d.* or 1*s.* to each amongst poor persons of the parish, widows and others.

BOTHAM'S CHARITY.

Botham's Charity.

William Botham, whose Bequest of 100*l.* to be lent to the poor men of Derby, has been already mentioned in the account of the charities under the management of the corporation, also gave by his Will, dated in 1603, 40*s.* yearly, to be paid by his heirs out of his whole lands for ever, towards the relief of the poor people in Derby, which should be inhabiting within that borough; and he thereby gave his freehold lands in the county of Derby to George Buswell, William Turner, Edward Villiers and Thomas Wingfield, his sisters sons (whom he also appointed his executors) and their heirs, in four several parts.

The only payments now made in respect of this donation are those of 2*s.* 8*d.* per annum to St. Michael's parish, and 8*s.* per annum to St. Werburgh's parish, which sums have been until the last three years paid by Mr. Edward Fox, in respect of a small parcel of land in Derby, on the Ashbourne Road, purchased by him of Dr. Crompton chargeable with such payments. Upon this land five houses have been built, the site of two of which was in 1823 conveyed by Mr. Fox to Mr. William Sowter, subject to the above-mentioned payments to these two parishes. Mr. Sowter has since sold one of these houses to Miss Bingham, and the other to John Smith, esq. and it has been agreed that the annual sum of 2*s.* 8*d.* shall be paid to this parish by the former, and that of 8*s.* to the parish of St. Werburgh by the latter, but the residue of the property which Mr. Fox purchased subject to these charges still remains liable thereto, if it should be necessary to resort to it.

The sum of 2*s.* 8*d.* applicable to the poor of this parish is added to and distributed at the same time with the portion of the charities of the Countess of Devonshire and others above mentioned.

The residue of the annuity of 40*s.* given by Mr. Botham for the relief of the poor of the borough of Derby, is not now paid. We find that Francis Goodwin, (whose charity for the benefit of the parish of All Saints has been already mentioned,) by his will, dated in 1626, after reciting the said William Botham's gift of 40*s.* per annum, and that he the said Francis was, by virtue of a bargain made with Thomas Wingfield, one of William Botham's executors, bound to pay the yearly sum of 10*s.* gave to his son Francis Goodwin, and his heirs, his fourth part of eleven leas in Little Field, ten of which had been bought of widow Potter by the said William Botham, in consideration that his said son and his heirs should yearly pay to the said poor of Derby the said sum of 10*s.*; and he directed that if the said sum should be unpaid, the bailiffs and burgesses of Derby might enter upon the said leas, and take them to the use of the said poor, but we have not been able to obtain any further information as to the lands in the Little Field thus alluded to.

It will be observed that if the rent of 40*s.* was divided amongst the several parishes of Derby, in the same proportions as the income of the charities of the Countess of Devonshire and others, paid by the corporation, the portions of
the

the parishes of St. Michael and St. Werburgh would be of the precise amount now paid to them respectively.

In the tables of benefactions in some of the parish churches of Derby, the portions of Botham's charity are mentioned as being paid by the corporation, but if they were so paid we apprehend that the corporation was probably only the channel for the receipt and division of the rent of 40s. as we have met with no evidence to show that that body was ever possessed of any part of the property chargeable therewith.

St. Michael.

Botham's Charity,
continued.

DEANE'S CHARITY.

Daniel Deane, by his Will, bearing date 1st April 1637, gave to the poor people of the parish of St. Werburgh, in Derby, yearly, for ever, 15s. to be distributed by the churchwardens to 45 poor inhabitants of that parish in four-penny loaves, of household bread, on the Feast-day of the Annunciation of the Virgin Mary; and to the poor people of the parish of St. Michael, Derby, yearly, for ever, 5s. to be distributed by the churchwardens of that parish in like manner to 15 poor inhabitants of that parish, on the said feast-day; and to the poor people of the town of Wirksworth in the county of Derby, yearly, for ever, 20s. to be distributed by the churchwardens of that parish to 60 poor inhabitants of that town, in like manner, on the said feast-day; all which sums he thereby devised to be paid yearly to the churchwardens of the several parishes out of the rents of his house in Derby, wherein Humphry Hanbury then dwelt, which he gave to his nephew Thomas Street, and the heirs of his body, with remainders over.

Deane's Charity.

In a list of charities, dated in 1687 in an old book belonging to this parish, the house charged with the payments in respect of this donor's charity is stated to be situate on the east-side of the market-place of Derby. The annual sum of 5s. is now received from the secretary of the trustees of the Assembly Rooms, which are situate on the east-side of the market-place. This sum used to be given in bread annually, together with a portion of the Countess of Shrewsbury's charity, until the latter ceased to be distributed by the parish officers; but at the time of our investigation (May 1826,) three years payment of Deane's charity for this parish remained undistributed, in consequence, as Mr. John Holmes the assistant overseer stated, of his not having been aware in respect of what donation it was received.

The arrears which have thus been withheld ought to be applied according to the donor's directions, and the distribution of bread continued annually in future.

NAYLER'S CHARITY.

An abstract of the Will of *Christopher Nayler*, whereby he gave the yearly sum of 10s. to be paid to the overseers of the poor of this parish, to be by them distributed to the most honest and needful poor people inhabiting therein, on 25th December, has been already given in the account of the charities of St. Alkmund's parish.

Nayler's Charity.

This annual sum is now paid by Mr. John Palmer, the occupier of a house in Queen-street, Derby. For some years past it has not been distributed, but has been erroneously carried to the general account of the churchwardens and overseers of the poor; it ought, however, to be distributed to the poor in future according to the donor's direction on Christmas-day, and the arrears from the time of the last distribution ought also to be accounted for by the parish, and given in the same manner.

PARISH LANDS.

By Indenture, bearing date 27th September 1674, (as appears from a copy thereof found amongst the documents of this parish,) George Blackwall, Richard Bloodworth, and John Taylor, as the surviving trustees under an indenture, dated 1st September 1657, with the consent of the then minister and churchwardens of St. Michael's parish, and in performance of the trust reposed in them, granted and enfeoffed to Henry Vickers, and his heirs, a messuage or tenement situate in the parish of St. Michael, and a cottage to the said messuage belonging, and a messuage situate in Walker-lane in the parish of All Saints, and a garden and hovel adjoining to St. Michael's-lane, on trust, for raising a sum for the repair of the parish church of St. Michael, and the relief of the poor of the said parish, in such manner as to the said George Blackwall, Richard Bloodworth, and John Taylor, together with Joseph Parker and three other

Parish Lands.

St. Michael.

Parish Lands,
continued.

persons therein-named as trustees, or the greater number of them, should seem most convenient; and on further trust, that the surviving trustees should convey the said premises to the use of the three survivors, and six others, parishioners and inhabitants of the said parish, on the same trusts.

The indenture of 1st September 1657 above referred to, which was the earliest deed produced to us, contains no declaration of the trusts on which the premises were held.

By lease, bearing date 29th September 1674, the trustees, in consideration of 10*l.* paid by Richard Boothouse towards the repairs of the church and bells of St. Michael's parish, and of the surrender of three former leases, demised to the said Richard Boothouse, his executors, &c. the before-mentioned messuage or tenement situate in the parish of St. Michael, for a term of 999 years, at the yearly rent of 4*l.*

The premises comprised in the deeds of 1657, and 27th September 1674, were conveyed to new trustees by deed, bearing date 1st November 1704, upon the trusts mentioned in the deed of 1674, but it does not appear that there has been any subsequent renewal of the trust.

The rent of 4*l.* reserved by the lease of 999 years, granted in 1674, is now paid by the tenant under Lord Scarsdale of two houses in Queen-street, Derby, opposite to the end of Full-street.

There are also received by the overseers the following rents, which are probably paid in respect of other parts of the property comprised in the old trust-deeds, and which are described in one of the benefaction tables in the church as being "parish rents;" but we have not been able to ascertain whether there are any other existing leases except that of the tenement for which the above-mentioned rent of 4*l.* is reserved.

A rent of 10*s.* per annum paid by Thomas Branton in respect of a warehouse in Walker-lane.

A rent of 9*s.* paid by the county treasurer, in respect of a part of the buildings erected a few years ago for the Judges' lodgings, on the site of which formerly stood two houses, being near the lower end of Walker-lane. In the benefaction table this annual rent of 9*s.* is stated to have been given by William Duffield, out of two houses near the lower end of Walker-lane; and on reference to the will of William Duffield, dated in 1639, whose donations to the parish of All Saints have been already stated, it appears that he thereby gave the rent of his house in Walker-lane, in All Saints parish, betwixt John Wright's house and a barn of Mr. Osborne's, to St. Michael's poor and St. Alkmund's, they paying 2*s.* yearly rent to the town as chief-rent. We apprehend that it was this donor's intention that the whole profits of his house in Walker-lane should be given to the poor of the parishes of St. Michael and St. Alkmund, but we fear that there is no hope at this time of this property being recovered for the benefit of the poor. In the parish of St. Alkmund we found no trace of this donation.

A rent of 4*s.* appears to have been formerly received for a garden in St. Michael's-lane, which now forms the site of some houses belonging to the parish, used as habitations for the poor, and a rent of 5*s.* appears to have been received for a piece of ground adjoining the church, where a cistern once stood, but which is now the site of the parish vestry. The rents of 4*l.* 10*s.* and 9*s.* are received by the assistant overseer, and are carried to a general account, which is kept by the churchwardens and overseers for the united purposes of the repairs of the church and the relief of the poor.

PARISH OF ST. PETER.

LIVERSAGES'S CHARITY.

St. Peter.

Liversage's
Charity

By Deed of Feoffment, bearing date 2d August, 21 Henry VIII, (1529), Robert Liversage granted and confirmed to William Collyer, clerk, vicar of the parish of St. Peter, Derby, Roger Smith, Thomas Walker, Robert Cooke, Thomas Warde, Thomas Heyther, John Green, and Robert Smith, and their heirs, a tenement in the borough of Derby, situate at the north end of a bridge called St. Peter's Bridge, with a garden; a tenement situate in the street called the Corn-Market-street; a tenement situate in the same street; a tenement near St. Peter's Well; a tenement with chambers near the burial-

ground of St. Peter, called a school-house; a messuage in the Morledge, with three cottages, and twenty acres of arable land in the fields of Derby; a close lying in a lane called Wandell-lane; a barn lying between the land of John Brookhouse and the land of St. Leonard's; a tenement situate in the parish of St. Peter near the bridge; a tenement situate in the street near the church of St. Peter; and a tenement situate in Bag-lane; to the use of the said Robert Liversage and Alice his wife, and the survivor, and after the death of the survivor, to the use and intent of performing the will of the said Robert Liversage.

St. Peter.
Liversage's
Charity,
continued.

By a writing, bearing date 3d November, 21 Henry VIII, and annexed to the above-mentioned deed, the said Robert Liversage directed that his feoffees should stand seised of all his lands and tenements specified in the said deed, after the death of the survivor of himself and his wife, to the fulfilling of his Will as follows, viz.: that Ralph Ley, his priest, and his successors, his priests, should receive all the rents and profits of the said premises, and have the letting to farm of the same by the advice of the vicar and churchwardens of St. Peter's, to the intent that the said Ralph and his successors should say mass daily in a chapel which the said Robert Liversage had built within the parish of St. Peter, for the souls of the said Robert and Alice his wife; and he directed that on Fridays, weekly, the said Ralph and his successors should say mass in the said chapel, and that 13 poor men and women should be present, and should each receive one silver penny; and that his yearly obit should be kept on the anniversary of his death within the parish church of St. Peter, and certain payments therein specified made to the vicar, the priests, and others attending at such obit, all the costs and charges of which he directed should be borne out of the rents and profits of the said premises.

By deed of feoffment, bearing date 29th January, 1564, John Warde, as the son and heir of Thomas Warde, the survivor of the trustees mentioned in the deed of 21 Henry VIII., granted and confirmed to Richard Warde and William Buckley, and their heirs, the premises mentioned in that deed, to the use and intent of performing the will of the said Robert Liversage.

By an Award, bearing date 9th March, 9 Elizabeth, made by Sir James Dyer, knight, Lord Chief Justice of the court of Common Pleas, and Serjeant William Bendloe, justices of assize within the county of Derby, to whom two several assizes before the said justices within the said county, and divers other suits between George Liversage, cousin and next heir of Robert Liversage, deceased, on the one part, and Richard Warde and William Buckley, on the other part, concerning the right and title of eight messuages, three cottages, one barn, one tenement called a schoolhouse, twelve gardens, twenty acres of land, and certain meadows, pastures, &c. being in the town and fields of Derby, and lately the messuages, tenements, &c. of the said Robert Liversage, had been referred, and to which award, being made by indenture, the said George Liversage, Richard Warde, and William Buckley, were made parties, the said arbitrators awarded, and the said George Liversage covenanted with the said Richard Warde and William Buckley, that the said George should quietly suffer the said Richard and William, and their heirs, to hold the said premises without suit or interruption of the said George, or his heirs, and that he the said George should convey the said premises to the said Richard and William, to the use of them and their heirs; and the said arbitrators also awarded, and the said Richard Warde and William Buckley covenanted with the said George Liversage, that they the said Richard and William should grant to the said George an annual rentcharge of 5*l.* issuing out of the said premises; and further, that they, their heirs and assigns, should, from thenceforth for ever, pay, or cause to be paid, in the parish church of St. Peter, to the vicar and churchwardens of that parish, and their successors, to the use and behoof, and to be employed to the sustenance and relief of, 13 poor persons dwelling in that parish, the yearly sum of 3*l.* and that the overplus of the yearly rents of the premises (the reparations and out-rents thereof being paid and allowed), should be paid to the said vicar and churchwardens, and their successors, to be employed and bestowed in godly acts and deeds within the said parish, as by them or the most part of them should be thought meet and convenient, for evermore; and further, that if any doubt or question should arise concerning any of the matters aforesaid, the said parties, their heirs, &c. should abide and perform the award and judgment of such as

St. Peter.

Liversage's
Charity,
continued.

for the time being should be justices of assize in the said county of Derby, touching the same.

By an inquisition, taken at Derby 25th October, 3 James I. before John Stanhope and others, Commissioners of Charitable Uses, it was found that the lands and tenements in Derby thereafter named, viz. a close lying beyond Mary Bridge, in the tenure of John Taylor, of the yearly rent of 5*l.*; a messuage, and one acre of land, in the tenure of Elizabeth Launt, at the yearly rent of 53*s.* 4*d.*; a messuage or tenement, in the tenure of Thomas Melbourne, at the yearly rent of 14*s.*; a messuage in the tenure of John Langley, at the yearly rent of 9*s.*; a messuage in the tenure of Robert Hayes, at the yearly rent of 6*s.*; a messuage in the tenure of Henry Alsopp, at the yearly rent of 9*s.*; a messuage in the tenure of Richard Henshaw, at the yearly rent of 7*s.* 2*d.*; seventeen acres of arable land, in the tenure of Richard Fletcher, at the yearly rent of 20*s.*; certain malting-rooms, in the tenure of James Greensmith and John Halton, at the yearly rent of 3*l.* 12*s.*; a messuage, in the tenure of Ralph Marson, at the yearly rent of 53*s.* 4*d.*; a messuage, in the tenure of John Jackson, at the yearly rent of 30*s.*; a messuage in the tenure of Thomas Shawe, at the yearly rent of 12*s.*; a tenement or cottage, in the tenure of Richard Spicer, at the yearly rent of 10*s.*; a barn and croft, in the tenure of Richard Greaves, at the yearly rent of 24*s.*; all which premises were some time Robert Liversage's, of Derby, and were contained in the indenture of award made by lord Chief Justice Dyer and Mr. Serjeant Bendloe, and were given by the said Robert Liversage to good and charitable uses, and were likewise given by George Liversage, cousin and heir of the said Robert Liversage, to Richard Warde and William Buckley, their heirs and assigns, that the yearly rents thereof should be employed according to the same award, which award was set out in the inquisition. And it was also found, that the surplus of the said yearly rents of the premises (the yearly rent of 5*l.* limited by the award to the said George Liversage and his heirs, and the yearly rent of 3*l.* thereby limited to the vicar and churchwardens of St. Peter's, and the charge of reparations of the messuages and cottages being deducted) ought to be paid and answered to the vicar and churchwardens of the said parish for the time being, and their successors, to be employed for ever in the good and charitable uses contained in the said award. And it was also found that the yearly rents and profits of the said premises had not been paid to the said vicar and churchwardens within the space of five years then last, but had been wholly detained and unpaid during that time, and chiefly by William Buckley, one of the feoffees appointed by the said award, for four and a half years before his decease; and that since his decease certain rents had been detained by Francis Buckley, his son and heir; and that the yearly rent of 53*s.* 4*d.* for the messuage in the tenure of the said Ralph Marson had been detained by the said Ralph for the last five years, which said messuage the said Ralph Marson had purchased, having notice, before such purchase, of the uses contained in the said award.

By a decree made by the Commissioners of Charitable Uses upon the above inquisition, it was ordered that the said Francis Buckley should pay to the said minister and churchwarden of St. Peter 6*l.* 13*s.* 4*d.* for the arrearages of rents of the said premises detained by his said father William Buckley and himself, which sum should go towards the charges which the said parish had been at in the recovery of the said lands, provided, that if the said Francis Buckley should make a default of payment of that sum, he should pay the whole of the arrearages found to be behind by the inquisition; and that the arrearages of the rents of the messuage found to have been detained by the said Ralph Marson for five years, amounting to 20 marks, should be paid by him; and it was also, for divers considerations, ordered, that the said Ralph Marson should yearly for ever pay to the said vicar and churchwardens for the said messuage the yearly rent of 40*s.* and no more, notwithstanding the same messuage was found by the inquisition to be of the yearly rent of 53*s.* 4*d.* And it was further ordered, that the overplus of the rents of the said premises, after deducting the before-mentioned yearly rents of 5*l.* and 3*l.* should for ever, by the possessors thereof, be yearly paid to the said vicar and churchwardens and their successors, and should by them be employed in godly acts, and deeds, according to the meaning of the said award; and it was also ordered, that if any of the said premises should in process of time be of a greater or less yearly value than they had been found to be of by the said inquisition, they

they should be set and disposed of for the best yearly value that could be made thereof by the discretion of the vicar and churchwardens of the said parish, and their successors: And it was further ordered, that if the yearly rents of the said premises, or any of them, should be behind and unpaid at the time at which the same ought to be paid, upon default of such payment the estate, interest, and inheritance of the said premises, and of every of them for which the rents should be unpaid, should be vested and settled in Robert Mason, then vicar of St. Peter's, Richard Ward, and Richard Halton, then churchwardens, and thirteen others, and their heirs, to the intent that the same should be set and disposed of to the best value by the discretion of the said vicar and churchwardens, and their successors; and that the rents should be yearly paid to the said vicar and churchwardens, to be employed according to the meaning of the said award. And it was further ordered, that when all the said feoffees should be dead except four, the survivors should, upon the request of the said vicar and churchwardens, convey their estate in the premises to such other fourteen or more inhabitants within the said parish of St. Peter, and their heirs, as by the said vicar and churchwardens should be appointed, and so successively, when all the feoffees excepting four should be dead, the like new feoffment to be made, to the intent that the rents and profits of the said premises might for ever be employed according to the meaning of that decree.

By a Decree of the Court of Chancery, made 4th March, 9th Jac. 1. in a cause in which Robert Bainbrigg was plaintiff, and the then vicar and churchwardens of St. Peter were defendants, being a suit instituted by the plaintiff, as the assignee of George Liversage, to recover the before-mentioned rent of 5*l.* a-year, granted by the award of Chief Justice Dyer and Serjeant Bendloe, it was ordered that the said yearly rent of 5*l.* should thenceforth be yearly paid, according to the grant thereof, out of all the lands charged therewith; and the court declared its opinion, that the arrearages of the said annuity ought to be paid by the occupiers of the land charged therewith, proportionably; but at the motion of the court, the plaintiff being content that the arrearages should be given to the poor of the said parish, as of his gift, it was therefore ordered, that the occupiers of the said lands respectively should pay the said arrearages to the said poor, if they had not already paid the same to or for the poor. And for that it was alleged that the defendants in that suit did not make a just account of the employment of the profits of the lands of this charity to the use of the poor as they ought to do, it was thought meet by the court, and assented to by the defendants, and so ordered and decreed, that from thenceforth, on every Tuesday in Easter week, upon the ringing of a bell, a public account should be made before the parishioners, that would attend the same, of the bestowing of all the rents and profits of the said lands given for charitable uses.

By Indenture, bearing date 11th May 1630, Daniel Hollingworth and others, in consideration of 70*l.*, bargained and sold to Timothy Leving and six others, and their heirs, the annual rent of 5*l.* granted by the award of Sir James Dyer and Serjeant Bendloe, which was then become vested by conveyance from Robert Bainbrigg in the said Daniel Hollingworth and others, to be bestowed in good and charitable uses within the said parish of St. Peter.

By another Decree of the Court of Chancery, made 12th June, 8 Chas. 1. in a cause in which Timothy Leving, esquire, and others, on behalf of the poor of the parish of St. Peter, were plaintiffs, and Robert Willymott and others, were defendants, a report of Sir Edward Leech, knight, one of the Masters of the Court, was confirmed, whereby he found that a messuage, then in the occupation of John Pimm, being the same messuage mentioned in the said decree of Commissioners of Charitable Uses of 3 James 1. as being in the occupation of Ralph Marson, and out of which it had been ordered by that decree that a rent of 40*s.*, and no more, should be paid, was the principal thing in controversy concerning the defendant Willymott; and he also found, that that messuage, being in the occupation of the said John Pimm, was then let at 8*l.* a-year, and that the defendant Willymott had offered to restore the said house to the parish on their paying him 60*l.*, which he affirmed he had paid for the same, by the consent of those that were then intrusted, or if they would not accept thereof, that he would be contented that he, his heirs or assigns, should be ordered to pay, yearly, for ever, to the vicar and churchwardens of the said parish, 4*l.* for the said messuage,

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to the uses aforesaid, being double to what was formerly decreed to be paid; and that the said defendant Willymott, at the request of the said Master, was contented to increase his offer to 5*l.* a-year, for ever, which the said Master considered a reasonable proposition, considering that the said messuage required great reparation, standing upon a brook, which often overflowed and undermined the foundation thereof, which reparations the said defendant likewise offered to maintain, so far as the surplusage of the rent above the said 5*l.* a-year would discharge; which last offer the said Master was of opinion was fit to be ordered, both parties promising to join together to help the said poor to increase their rents in others of their lands; and payment by the said defendant Willymott was therefore decreed, in conformity with the said report.

The first trust-deed of this charity subsequent to the award of Chief Justice Dyer and Serjeant Bendloe bears date 7th June 1625, whereby Philip Buckley, as the grandson and heir of William Buckley, to whom the trust-premises were conveyed in 1564, granted and enfeoffed the same to the then vicar of St. Peter's, Edward Large, and six others, and their heirs, upon trust, to dispose of the rents to the godly intents and purposes declared by that award. The deed of 1625 does not accurately specify the particulars of the premises; but of the next trust-deed in point of date it may be proper to give an abstract, as showing the state of the property at the period to which it relates.

By Indentures of Lease and Release, bearing date 26th and 27th March 1706, Edward Large, as the son and heir of Robert Large, who was the son and heir of Edward Large, conveyed to William Osborne, vicar of St. Peter's, George Beardsley, and six others, all of the said parish, and their heirs, two messuages, standing together on the west side of the corn-market in Derby, the one called the Crown Inn, in the occupation of William Bancroft, and the other adjoining to and lying south of that inn, in the occupations of Ellis Emery and Isaac Hegg; a messuage on the west side of a street in Derby leading from the gaol bridge to St. Peter's church, in the occupation of John Hedley, near the gaol bridge; a messuage on the west side of the same street, near the pump, in the occupation of Samuel Thorpe and Francis Haynes, and a croft to the same adjoining, containing by estimation three roods; several cottages or tenements in St. Peter's church-yard, in the occupations of Daniel Dawson, Ann Bakewell, Widow Taft, and Widow Patrick, all opening south-westward into St. Peter's church-yard, the aforesaid croft in the occupation of Samuel Thorpe lying at the west end thereof, and a building of Mr. Francis Meynell at the east end thereof; three bays of building in St. Peter's parish, with one croft to the same adjoining, in which there was a summer-house of brick, which croft adjoined on one side to Babington-lane, and to the lands late Sir Simon Degge's on the west, all which were in the occupation of Mrs. Neyld; three other small cottages, lying near the top of St. Peter's parish, on the west side of the highway leading to Osmaston, in the occupations of Thomas Saxon, John Mosley, and Richard Hall; a messuage standing over against St. Peter's church-yard, in the occupation of William Churchman; two small cottages on the south side of Bag-lane, in the occupations of the Widow Hopkin and William Lurned; several messuages, cottages, gardens and orchards, on the east side of the Morledge, in the parish of All Saints, adjoining at the south end to the messuages and lands of the corporation of Repton school, and at the other end to the houses and lands of Mark Adderley, and the river called the Old Brook, northward, the river Derwent, eastward, and the street called the Morledge, westward, then in the occupations of Moses Simpson, John Leaper, Thomas Collumbell Hopkin, Widow Roberts, Henry Mills, Widow Hall, Mary Tyler, Richard Ward, and John Williamson; a messuage and back-side, in the occupation of Robert Bourne, abutting westward on the gaol bridge, and adjoining to the Old Brook, at the yearly rent of 5*l.* issuing out of the same; a parcel of grass-ground in a close of Mr. Woolley, adjoining to a place in the river Derwent called the Silver Hole, containing by estimation one acre, and lying in a field called Grass Little Field; three roods of grass-ground in a close of Midsummer ground, late Greatorex's, but then Eaton's, adjoining to the river Derwent; two other lands in the Plough Little Field, in a close of Mr. Joseph Parker, and in his occupation; a parcel of ground in the said Little Field in a close adjoining to the Midsummer grounds, called Chequer Closes, lying in the form of the letter L, containing by estimation one acre and one rood, in the occupation of George Bateman, being grass-ground; one selion of arable land in the same field,

field, containing half an acre, and adjoining the close called Miller's Intack on one side, and the lands of — Eaton on the other, in the occupation of Humphrey Eaton; one other selion of land in the same field, containing half an acre, in the occupation of the said Humphrey Eaton, the lands of Widow Seal on the south, and the lands of Exuperius Turner on the north side thereof; four selions of land and a headland lying at the top thereof in the said field, containing two acres, adjoining to Miller's intack, at the east end, and the grass little field at the west end thereof, in the possession of Joseph Jerrom; five selions of land or pikes in the same field, adjoining the highway from Derby to Chester, containing one acre, the land of Exuperius Turner, lying on the south side thereof, then in the possession of James Stables; a close (except one rood thereof, being the freehold of the said Edmund Large) called the Calver Close, and being parcel of the Bridge Crofts, adjoining to a large ground called the New Pasture, at one end, and to the highway leading from Derby to Chaddesden, at the west side thereof, in the occupation of Isaac Hegg; four butts of ground, or lands ends, abutting upon the corner of Calver Close, containing half an acre, in the occupation of William Turner; two long selions of land in the park-field in Derby, abutting at the north end thereof upon the lands of William Turner, and at the south end, upon the way leading from Derby to Kedleston, the lands of the said William Turner, lying on the west, and the lands of Mrs. Cheshire on the east, containing one acre and a half, in the possession of Mr. Noton; four other selions of land in the same field, containing two acres, abutting upon the said highway leading from Derby to Kedleston, at the west end, the lands of Mr. Allestrey lying on the one side, and the lands of Mr. Carter on the other side, in the possession of Joseph Jerrom and Edmund Walker; two other selions of land in the said park-field, adjoining on one side to the Steward's balk there, one of them being a headland shooting north and south, and in the occupation of Mr. Meynell and Mr. Noton, containing one and a half acre; three other lands in the same field, containing one acre, in the possession of James Stables, the lands of Exuperius Turner lying on the north side, and the lands of Mr. Ward on the south side thereof; four selions of land, being a headland in the same field, the lands of Mr. Turner lying on the north-east part thereof, in the possession of Joseph Jerrom; two other selions of land in the same field, containing half an acre, adjoining on the east side to the lands of the said William Turner, in the possession of Thomas Mee; four other selions of land in the same field, abutting on the said highway, leading from Derby to Kedleston, at one end, and a headland of Samuel Goodwin at the other end thereof, the lands of Exuperius Turner lying on the north, and the lands of Mr. Brough on the south, in the occupation of Thomas Mee; two little butts or ends of land abutting on the said Kedleston highway, lying next the grass balk there; three other selions of land in the same field to which the two little butts belonged, abutting on Markeaton Brook at one end, and the said Kedleston highway at the other end, the lands of George Horobin lying on the north, and the lands of — Durnhill on the south, containing one acre, in the possession of Mr. Noton; two selions, containing half an acre, in the White Cross Field in Derby, in the possession of Mr. Richard Meynell, the lands late of William Litchford, lying north, and a headland lying south; two other selions of land, containing half an acre, in the same field, six lands of Mr. Roberts lying betwixt them, and the former two lands, in the possession of the said Richard Meynell; one selion of land in the same field, containing half an acre, abutting on grounds called the Parcel south-west at one end, and on a headland late of Mr. Mellor north-east, the lands of Exuperius Turner, lying on one side, and the lands of Adam Durnhill on the other side thereof, and in the possession of Mr. Noton; two other selions of land in the same field, containing one acre, abutting on Markeaton hedge-corner, northward, and lying betwixt the lands of Mr. Brough, on one side, and Markeaton field on the other side thereof, and in the occupation of Mr. Noton; one other selion of land, containing one rood, lying between the lands of Mr. Brough on the north side, and the lands of Mr. Parker on the south side, in the possession of the said Mr. Noton; four selions of land, containing two acres, in a field in Derby, called Stockbrook Field, upon the middle furlong there, the lands of Edward Currey lying on the south, and the lands of Joseph Jerrom on the

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north, in the possession of William Bancroft; four selions of land in the same field, one being a headland, containing one acre, abutting west on the headland of Mr. Brookhouse, and lying on both sides of the balk there, shooting east and west, and in the occupation of the said Mr. Noton; and a parcel of ground, containing one acre, lying in a close of the said Edward Large, near the Nuns Green, and in the occupation of the said Edward Large; and all other the messuages, lands, &c. which were by the said Philip Buckley conveyed by the deed of 1625; to the use of the old and newly-appointed trustees, on trust, to employ the rents and profits of the premises, according to the said award of Sir James Dyer and Serjeant Bendloe.

In the statement of the property in a subsequent trust-deed of 1720, three rents of 2s., 3s. 4d., and 3s. 4d., are mentioned in the following terms: "All those lands or fee-farm rent of 2s. issuing out of lands now in the possession of and payable by Simon Degge, esquire, and all those lands or tenements, or fee-farm rent of 3s. 4d., now in the possession of and payable by Charles Jerrom, and all those lands or tenements, or fee-farm rent of 3s. 4d., in the possession of and payable by Ann Ward, widow."

The two rents of 3s. 4d. each are still received, that of 2s. appears not to have been received since 1780.

From the year 1719 to 1739, the following exchanges were made of various parcels of the trust-property, to which exchanges the vicar and churchwardens of St. Peter's, as well as the trustees, were made parties.

10th August 1719.—An exchange with Thomas Wast of one arable land, containing half an acre, in the little field in Derby, and four other lands, with a headland in the said little field, containing two acres, for one arable land in the said little field, containing half an acre, lying next Mr. Parker's new inclosure, north, and abutting to the said little field ditch, west, and to the sheddings, east, and four other arable lands, and part of another land as then staked out, lying together in the said little field, containing two acres, abutting to the said little-field ditch, west, and the said sheddings, east, and to an arable land belonging to Liversage, not exchanged, north, and the land of the said Thomas Wast, south.

6th February 1720.—An exchange with Francis Gregg of a parcel of ground adjoining on the east to the common street, in the parish of St. Peter, and to the north, to the house and court-yard of the said Francis Gregg, the west side thereof abutting on the garden of the said Francis Gregg, and the south side adjoining to three cottages and gardens belonging to the said Francis Gregg, in exchange for four lands in Park Field, containing two acres, adjoining on the east to the lands of George Osborne, and on the other side to the lands of Thomas Gisborne, one end abutting on the road from Derby to Kedleston, and the other end upon other land belonging to the said Thomas Gisborne.

24th February 1720.—Exchange with William Turner of four butts of ground, or lands ends, in certain closes of the said William Turner, called the Bridge Crofts, in exchange for two lands of arable ground, containing one acre in a field called the Park Field.

3d March 1720.—Exchange with Thomas Gisborne of four lands of arable ground, containing two acres and a half, in Park Field, and one other land of arable ground in the same field, containing half an acre, in exchange for eight lands of arable ground, containing three acres, in Park Field.

4th March 1720.—Exchange with William King of a piece of meadow or pasture ground, in a close of the said William King, called Bateman's Chequer Leys Close, containing one acre, in exchange for two lands of arable ground, containing one acre, in Park Field.

4th March 1720.—Exchange with George Osborne of three lands in Park Field, betwixt Mr. Woolley's close, and one land of the said George Osborne, containing one acre, in exchange for two lands in Park Field, betwixt Liversage lands and the lands of Mr. Gregg, containing one acre.

12th May 1729.—Exchange with William Turner of several parcels of arable ground in the Park Field, containing by estimation four and a half acres, but lately measured at 3A. 1R. 33P., viz.: two long lands lying together, three lands more, two lands more, and seven short lands more, in exchange for a plot of arable ground, and a headland at the top of it in the Stockbrook Field, containing by estimation four and a half acres, but lately measured to 3A. 2R. 8P. therein particularly described.

6th November 1736.—Exchange with Richard Allen of four lands, containing two acres, in Stockbrook Field, in exchange for seven lands in the same fields, containing two acres.

6th June 1739.—Exchange with Francis Cockayne of a parcel of inclosed ground, used as a garden, containing about half an acre, called the Silk Mill Garden, in the parish of St. Peter, near Babington-lane, and several parcels of land in White Cross Field, viz.: one single land, and two other lands lying together, containing one acre, and one other land lying near the parcels containing half an acre, in exchange for a close intack, or a piece of lately-inclosed ground, called Master Osborne's Close, containing three acres, adjoining to Park Field, and lately inclosed from the said field by George Osborne, and by him sold to the said Francis Cockayne.

8th August 1739.—Exchange with John Borrow of a plot of arable ground, and a headland in Stockbrook Field, and seven lands of arable ground in the same field, containing by measurement 5A. 0R. 17P., in exchange for 5A. 0R. 17P. of inclosed land by measurement, being parcel of a close in the liberty of Litchurch, near Derby, late part of a large close called the Great Gallows Close, and then fenced off from the same, the said close containing in the whole 6A. 2R. 36P.

9th August 1739.—Exchange with George Litton and John Rushby of a messuage or tenement in the parish of St. Peter, near the Gaol Bridge, in exchange for 1A. 2R. 19P., being the residue of the close containiug 6A. 2R. 36P. mentioned in the preceding deed.

No reasons are assigned in any of the above deeds for these exchanges, and the trustees do not appear to have been authorized to make them, but it seems probable that they were for the mutual advantage of the charity and of the other parties.

In all the trust-deeds previous to 1750 the persons appointed trustees are described as being of the parish of St. Peter. In an appointment made in that year, the new trustees are described as being of the town of Derby, but not specifically of the parish of St. Peter. In the next subsequent appointment, which took place in 1795, none of the new trustees are mentioned as inhabitants of St. Peter's parish, and a part only of them as being of Derby, the others being gentlemen residing in the neighbourhood of that town; and upon the last appointment, which was made by indentures of lease and release, bearing date 5th and 6th April, 1824, the Rev. Thomas Gisborne, Daniel Parker Coke, Bache Heathcote, Thomas Borough, the Rev. Richard Rowland Ward, vicar of St. Peter's, and Richard Sutton Barrow, esq. as the surviving trustees under the preceding deed of 1795, conveyed the trust-property which they and the other trustees had taken under that deed (except a messuage over against St. Peter's church, and three cottages on the south side of Bag-lane, which had been sold to raise money for the redemption of the land-tax payable out of the whole of the Liversage estates) to Sir Robert Wilmot, of Chaddesden, bart. Edward Miller Mundy, of Shipley, esq. Edward Sacheverell Chandos Pole, of Radbourn, esq. Francis Mundy, of Markeaton, esq. the Rev. Charles Evelyn Cotton, of Dalbury, Richard Leaper, of Derby, esq. Cockshutt Heathcote, of the Pastures, esq. Richard Forester Forester, M.D. of Derby, William Strutt, of Derby, esq. Joseph Strutt, of Derby, esq. William Evans, of Allestree, esq. Godfrey Meynell, of Langley, esq. and William Newton, of Derby, esq. and their heirs, to the use of all the said parties (except the said Thomas Gisborne and Thomas Borough, who were desirous of being discharged from the said trust,) and their heirs, upon trust, to pay the rents and profits of the said premises to the vicar and churchwardens of the parish of St. Peter for the time being, to be by them employed for the godly uses and purposes expressed in the beforementioned award of Chief Justice Dyer and Serjeant Bendloe.

The trust-deeds of 1824 contain a particular description of the state of the property at that time. Of the trustees therein mentioned, Daniel Parker Coke, Bache Heathcote, and Richard Sutton Barrow, have died since the date of those deeds.

The sale of the premises opposite to St. Peter's church and in Bag-lane, excepted in the deeds of 1824, for the redemption of the land-tax, took place in 1799. The produce of the sale, which was by auction, amounted to 200*l.* and the consideration for the redemption of the land-tax, being 9*l.* 12*s.* per annum, was 352*l.* 3 per cent consols, which cost 214*l.* 0*s.* 3*d.*

The following rental will show the present state of the property :—

	PARISH.	LESSEES or ASSIGNEES.	PREMISES.
1.	St. Peter - -	Robert Bromley - -	- - two closes called Gallows Closes, containing together } 6 A. 3 R. 27 P. - - - - - }
2.	St. Alkmund - -	Henry Cox - -	- - two closes, one of which is used as a garden, con- } taining together 5 A. 2 R. 35 P. bounded by the turnpike } road leading from Derby to Kedleston - - - }
3.	Ditto - -	Robert Blore - -	- - two plots of land, formerly part of Calver Close, } containing 2,570 square yards, and 3,840 square yards, } on which part of the China Factory has been erected - }
4.	Ditto - -	Representatives of Thomas Crayne.	- - part of Calver Close, containing 2,525 square yards, } on which several messuages and buildings have been } erected - - - - - }
5.	Ditto - -	Mark Swinnerton - -	- - part of Calver Close, containing 2,400 square yards, } on which two messuages, one of which is an inn, called } the Peacock, have been erected - - - - - }
6.	Ditto - -	George Coulson - -	- - part of Calver Close, containing 2,258 square yards, } on which a messuage and other buildings have been } erected - - - - - }
7.	Ditto - -	William Searl - -	- - part of Calver Close, containing 2,116 square yards, } on which several messuages and other buildings have } been erected - - - - - }
8.	Ditto - -	Henry Welch - -	- - part of Calver Close, containing 2,870 square yards, } on which several messuages and other buildings have } been erected - - - - - }
9.	Ditto - -	John Mason - -	- - a close adjoining the Derby and Kedleston Road, } containing three acres - - - - - }
10.	Ditto - -	Thomas Atherstone - -	- - a close adjoining the Old Meadow Lane, contain- } ing 1 A. 2 R. 15 P. - - - - - }
11.	Ditto - -	William Eaton Mousley - -	- - a parcel of land, containing one acre, bounded on } the south by the river Derwent, lying open to a field } belonging to the lessee, and marked by boundary } stones - - - - - }
12.	St. Werburgh - -	Trustees of Large's Hospital.	- - a parcel of land, containing one acre, bounded on } the north-west by the new county gaol, and on the } north-east by South-street, and lying open to a field } belonging to the lessees, and marked by boundary } stones - - - - - }
13.	Ditto - -	Rev. Thomas Gisborne - -	- - a parcel of land containing 3 R. 21 P. on the east } side of a field belonging to the lessee, called Stock- } brook Field, and lying open thereto, and marked by } boundary stones - - - - - }
14.	St. Alkmund - -	Joseph Bainbrigge - -	- - a parcel of land, containing one acre, lying open to } a field belonging to the lessee, and marked by boundary } stones - - - - - }
15.	St. Peter - -	James Oakes - -	- - a house and a croft used as a garden, with waggon- } houses, warehouses, &c. erected thereon - - - }
16.	All Saints - -	Representatives of Thomas Bulles.	- - a parcel of land, containing 715 square yards, part } thereof being the site where six small houses stood, } other part thereof having been formerly the gardens } of those houses, and the residue part of the old Bowling- } Green, on the site of which houses there have been } erected six new houses - - - - - }
17.	Ditto - -	Messrs. Cox and Poyser - -	- - a messuage and garden in the Morledge - -

Commencement of Term.	Term.	RENT.	Payments in respect of redeemed Land-Tax.	OBSERVATIONS.
	Years.	£. s. d.	£. s. d.	
6th April 1821	14	42 - -		
5th April 1807	21	35 - -	- 12 -	
5th April 1802	90	35 - -	- 17 2 ½	{ This lease was granted in consideration of the surren- der of two former building leases. It contains a cove- nant to erect additional buildings.
5th April 1797	60	8 - -	- 3 8	This lease contains a covenant to build.
Ditto - -	60	7 10 -	- 6 9 ½	- - ditto.
Ditto - -	60	7 - -	- 3 1	- - ditto.
Ditto - -	60	7 - -	- 4 3 ½	- - ditto.
Ditto - -	60	10 - -	- 4 3 ½	- - ditto.
6th April 1822	14	15 10 -		
Ditto - -	14	10 - -		
- - -	Yearly Tenant	5 - -		
- - -	D°	6 - -		
- - -	D°	4 10 -		
Ditto - -	14	5 - -		
5th April 1805	51	40 - -	- 9 8	{ This lease was granted in consideration of the sur- render of a lease for 21 years, dated in 1796, at 34 <i>l.</i> per annum, in which there was a covenant to lay out 300 <i>l.</i> in building. The present term was granted, with an additional rent of 6 <i>l.</i> in consideration of the lessees having laid out a much larger sum than 300 <i>l.</i> in repair- ing the old buildings and erecting new ones.
5th April 1806	60	39 - -	- - -	{ The lessee covenanted to complete the houses which he was then erecting.
Ditto - -	60	9 - -	- - -	{ This lease was granted in consideration of the surrender of a lease for 99 years, determinable on three lives granted in 1772, with an addition of 8 <i>l.</i> to the rent of 1 <i>l.</i> reserved by the surrendered lease.

	P A R I S H.	L E S S E E S or A S S I G N E E S.	P R E M I S E S.
18.	All Saints - -	Messrs. Cox and Poyser -	- - a piece of land, containing 2,361 square yards, in the Morledge, upon part whereof formerly stood several tenements, and the other part thereof was part of the old Bowling Green, on which several buildings have been erected, used as a white-lead manufactory and shot manufactory - - - - -
19.	Ditto - -	Messrs. Soresby and Flack	- - a parcel of land in the Morledge, containing 567 square yards, part of the old Bowling-Green, on which a house and other buildings have been erected - -
20.	Ditto - -	- - Ditto - -	- - a parcel of land in the Morledge, containing 895 square yards, part of the old Bowling-Green, on which several houses, counting-houses, and buildings, have been erected - - - - -
21.	Ditto - -	Benjamin Challinor -	- - a parcel of land, part of the old Bowling-Green, containing 560 square yards, on which a house and other buildings have been erected - - - - -
22.	Ditto - -	Samuel Stone - -	- - a piece of land, part of the old Bowling-Green, containing 920 square yards, on which a house and other buildings have been erected - - - - -
23.	St. Peter - -	George Richardson -	- - a house on the road leading from Derby to Osma- ston, divided into several small dwellings - - -
24.	Ditto - -	Samuel Smith - -	- - a house, bakehouse, and outbuildings, behind the house next mentioned in the rental - - - - -
25.	Ditto - -	- - Ditto - -	- - a house and outbuildings in the corn-market, for- merly the Ship Inn - - - - -
26.	Ditto - -	Thomas Moore - -	- - a house and draper's shop in the corn market, and a public-house behind called the Rose and Crown, with outbuildings - - - - -
27.	All Saints - -	Henry Orton - -	- - a house in the corn-market - - - - -
28.	St. Peter - -	Messrs. Strutt - -	- - a rent payable out of premises near St. Peter's bridge - - - - -
29.	Ditto - -	The Guardians of the Poor of St. Peters.	- - the workhouse of St. Peter's parish, near St. Peter's church, and part of the garden adjoining thereto, con- taining 520 square yards - - - - -
30.	Ditto - -	James Oakes - -	- - a fee-farm rent issuing out of an inn called the Nag's Head - - - - -
31.	Ditto - -	Mary Fletcher - -	- - ditto, out of a public house called the Anchor, and a messuage adjoining thereto in the occupation of Wollatt, butcher - - - - -
			Add the payments in respect of redeemed land-tax

The lands which are held for short terms, or by yearly tenants, are stated to be let at good rents. Those let on building leases are of course much improved in value, in consequence of the erection of buildings thereon, but we are not enabled to state with accuracy their present annual value. The premises have in most instances been let by auction. The buildings are stated to be in general in good repair, but those on No. 24 and 25 in the Rental, are in very bad condition. The workhouse and land adjoining, held by the guardians of the poor of St. Peter's, (No. 29 on the Rental,) for which a rent of 10s. only is paid, are estimated to be worth about 20l. per annum.

From the dispersed state of the lands belonging to the charity in the fields of Derby, as described in the trust-deeds of 1706, and from the exchanges which subsequently took place, it is difficult to trace with accuracy every part of them.

It

Commencement of Term.	Term.	RENT.	Payments in respect of Redeemed Land-Tax.	OBSERVATIONS.
	<i>Years.</i>	<i>£. s. d.</i>	<i>£. s. d.</i>	
5th April 1806	60	127 - -	- - -	This lease contains a covenant to build.
- - Ditto - -	60	13 10 -	- - -	Covenant to build.
5th April 1808	58	16 10 -	- - -	- - ditto.
5th April 1806	60	16 10 -	- - -	- - ditto.
- - Ditto - -	60	20 - -	- - -	- - ditto.
6th April 1818	21	21 - -	- - -	This lease contains a covenant to repair.
Yearly Tenant -	-	10 4 -	- - -	{ Both these tenements were held under leases for 21 years, which expired on 5th April 1823. No new leases of them have yet been granted, the trustees having resolved not to grant such leases until the lease of N ^o 26 determines.
- - Ditto - -	-	24 8 -	- - -	
25th March 1776	99 years determinable on 3 lives.	7 - -	- 18 8	{ The lease contains a covenant to rebuild the premises. One of the lives on which this lease was determinable is still subsisting.
6th April 1821	60	39 - -	- - -	- - ditto.
- - - -	-	5 - -	- - -	{ This is the rent, the amount of which was settled by the decree of the Court of Chancery of 8 Charles 1.
- - - -	-	- 10 -	- - -	
- - - -	-	- 3 4	- - -	
- - - -	-	- 3 4	- - -	
- - - -	-	586 8 8	3 19 8	
- - - -	-	3 19 8	- - -	
- - - -	£.	590 8 4	- - -	

It is possible, therefore, that some small parcels may have been lost to the charity.

One plot of land, of which a lease was granted in 1727 by the trustees of this charity to Henry Parker, for a term of 99 years, determinable on three lives, at the yearly rent of 10s. does not appear to be satisfactorily accounted for. In that lease the land demised is thus described: "all that piece or parcel of land, containing by estimation one acre, more or less, lying and being in a certain intack or inclosure, lately taken in or inclosed by the said Henry Parker, from or out of a field in Derby commonly called the Little Field, the said intack or inclosure being in the occupation of the said Henry Parker, and the said land thereby demised being there marked out with stones, or staked out with stakes." In a terrier produced to us of the Liversage lands, which appears to have been



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Charity,
continued.

drawn up about the year 1760 by Thomas Trimer, the land in question is described as being two leys of land, containing by computation one acre, lying in a close at the top of St. Peter's parish, in a garden adjoining to some houses, and a road called Cuckold's Alley, late the property of Henry Parker, esq. and then of Thomas Bainbrigge, esq. claiming, under him, the said two leys abutting westerly on the road to Osmaston, and opposite to the end of a lane called Lower Walk, and thence shooting down to the hedge of the common pasture called Bradshaw Hay, and winding along the said fence for some distance nearly in a north-easterly direction, and being marked by short piles driven into the ground.

We understand that endeavours have been made, since our investigation, to ascertain this apparently-lost acre of land, but hitherto without success.

In an entry at the commencement of the book containing minutes of the proceedings of the trustees of this charity, signed by Henry Green, vicar, two churchwardens, and twelve trustees, it is stated, that whereas inconveniences had happened to the trust and trustees, for want of books, and regularly entering their proceedings therein, in order to prevent the like in future, and put the management of the said charity-lands in as pious, prudent and reputable a method as they could, according to the intent of the donor, and the writings directing the ordering of the charity, it was, on 16th April 1772, unanimously agreed by the vicar and churchwardens of St. Peter's, and the trustees for the said lands, that the following rules and orders should be established, and esteemed binding for the future. These rules provide—

1st. That a book should be kept for entering the proceedings and orders of the vicar, churchwardens, and trustees.

2. That two days notice should be given by the parish-clerk to each trustee of the time and place appointed for a meeting, by the direction of the vicar, churchwardens, or any three of the trustees.

3. That at such meeting, the majority of the trustees appearing being one third at least of the trustees, should be esteemed a majority of the whole, to act and make orders, and to sign such orders in the book, unless such orders should be reversed by a majority of the whole trustees within one month after making such order.

4. That such orders, and all orders made and signed by a majority of the trustees, vicar, and churchwardens, should be esteemed binding on them and their successors.

5. That no lease should be made for a longer term than 21 years, or three lives.

6. That yearly accounts of the disposition of the rents of the charity lands should be entered in the said book.

On 22d May 1722, it was ordered by the trustees that the churchwardens should pay to the vicar 10*l.* as a gratuity for reading daily prayers in the church for one year, and no longer, until further order. This order appears to have been for some years afterwards annually renewed, and the payment of 10*l.* was continued until 1780, when it was resolved that it should not be paid in future without an order from the trustees, and from that time this payment ceased.

On 12th June 1722, it was ordered that 12 houses should be built at the edge of St. Peter's church-yard for 12 poor people, for building which the trustees agreed to allow the materials of the old houses then standing, and 120*l.*; and in the following December 12 poor persons were placed in these houses, which at the present time form the workhouse of St. Peter's parish.

In pursuance of the sixth of the above-mentioned regulations, rentals and accounts of the expenditure of the income of the charity were entered at the other end of the same book. From 1725 to 1780, the annual expenditure, consisting of, 1st. the before-mentioned annual sum of 10*l.* paid to the vicar for reading daily prayers; 2d. a sum of 1*s.* 1*d.* per week, paid under the name of the "Friday penny," which appears to have been a distribution to the poor, originating from the directions of the donor that a silver penny should be given to 13 poor people attending at the mass, which was to be performed weekly on Fridays at the chapel built by him, and to have been specifically noticed in the award of Chief Justice Dyer and Serjeant Bendloe; 3d. Sums paid to poor persons in sickness and distress, for medical attendance on the poor, and for coals, clothes, and linen for the poor; 4th. Premiums given for binding out

apprentices, and sums paid for teaching poor children ; but these payments do not appear to have been regularly continued.

The accounts were until 1734 signed by the vicar and churchwardens, and subsequently, but not regularly, by one or more of the churchwardens. No accounts are entered in this book subsequently to 1780. A new trust-deed having been made in 1795, Mr. John Harrison was in the same year appointed agent to the trustees, with a salary of 10*l.* per annum for receiving the rents, keeping the accounts, and attending the trustees meetings ; and upon his death, in 1808, his son, Mr. John Harrison, was nominated to succeed him in that office. The present agents are Messrs. Simpson and Frear, having been appointed in 1825, on the resignation of Mr. Harrison. They receive the rents half yearly, and after deducting therefrom 5*l.* for their half-year's salary, 2*l.* 2*s.* for ale allowed to the tenants at one of the public-houses belonging to the charity, where the rents are received, (that allowance having been increased in 1824 from 1*l.* 1*s.* to 2*l.* 2*s.* for each rent-day,) and the amount of occasional bills for business done by them as solicitors, they pay over the residue to the churchwardens of St. Peter's.

The meetings of the trustees, previously to the last appointment in 1824, do not appear to have been frequent. The minute-book contains accounts of their proceedings at eight meetings only between 1787 and 1824, viz. in October 1795, December 1796, October 1798, April 1808, April 1815, April 1818, November 1820, and December 1823. Since the last trust-deed was made there are minutes of proceedings at meetings holden in September 1824, October 1824, January 1825, May 1826, and July 1826.

The last audit of the agents accounts was in January 1825.

The trustees conceive (as we apprehend correctly) that their power extends only to the letting and management of the property, but that they have no control over the application of the revenue ; and that under the provisions of the award of Chief Justice Dyer and Mr. Serjeant Bendloe, to which the trust-deeds refer, their duty ceases on paying the clear rents to the churchwardens, the present vicar of the parish having declined taking any part in the administration of the trust. For many years past the churchwardens for the time being have paid over a portion of the rents received by them from the trustees to the treasurer of the visitor and guardians of the poor of this parish, and have carried the residue to their general account in aid of the church-rates, subject to the payment of 4*l.* 6*s.* 8*d.* per annum for the weekly distribution of bread hereinafter mentioned in the account of Osborne's charity, part of which distribution, to the amount of 1*l.* 6*s.* per annum, appears to be made in respect of a sum of money derived from the Rev. Wm. Osborne's donation, and formerly received by the trustees of Liversage's charity, for the use and advantage thereof ; and the residue of that distribution may be considered an application of a portion of the Liversage rents for the benefit of the poor, and may possibly have been substituted for the "Friday penny" above mentioned. The division of the rents by the churchwardens and the visitor and guardians has not been made upon any accurate scale, and the sums reserved by the churchwardens appear to have been proportioned to the amount required for the repairs and other matters relating to the church. In the year 1818 a sum of 650*l.*, being more than a year's income of this charity, was paid by the churchwardens for the purchase of a new burial-ground near the church.

The portions of the rents received from the churchwardens by the treasurer of the visitor and guardians are united with the funds raised by the poor's-rates, and sums are paid over by him as required to the governor of the work-house, to whom are intrusted the payments necessary for the relief of the parochial poor.

A new plan has lately been introduced of entering the accounts of the sums paid for such relief in two books, one called the weekly pay-book, and the other intituled "An account of charitable donations to widows and orphans from Robert Liversage's charity ;" but this alteration seems to be merely nominal, the funds arising from the charity and from the poor's-rates remaining united, and the widows and orphans in the last-mentioned book being such only as the parish are bound to relieve.

During the last year the churchwardens have, out of the portion of the rents reserved by them, given relief to some poor persons of the parish, in weekly

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Liversage's
Charity,
continued.

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Liversage's
Charity,
continued.

allowances and in occasional donations, which are stated to have been principally bestowed upon persons supporting themselves without aid from the parish.

This mode of employing a part of the rents was adopted in consequence of an eminent Chancery barrister having, upon a case stated by the trustees, given an opinion that the application of the income of this charity in aid of the parochial funds was incorrect.

It appears to us necessary for the welfare of this charity that the appropriation of its funds, which is at present far from being satisfactory, should be regulated, and a scheme adopted for the future disposal thereof, under the sanction of a court of Equity. This opinion having been communicated by us to the trustees, it was resolved by them, at a meeting holden on 6th July 1826, that a petition should be presented, under the provisions of the Act 52 Geo. 3. c. 101, to the Court of Chancery, with a view to the proper regulation of the charity, and we have lately been informed that such a petition is in preparation.

CHARITIES OF OSBORNE AND STABLES.

Charities of
Osborne and
Stables.

By Indenture, bearing date 1st June 1722, between Henry Green, vicar of the parish of St. Peter, Hamlett Eaton, and another, churchwardens of that parish, and Isaac Borrow, and several others, trustees of the Liversage lands of the one part, and George Osborne and Margaret Avery, son and daughter of the Rev. William Osborne, deceased, late vicar of the said parish, of the other part, reciting, that by the will of the said William Osborne, 26*l.* in money, and three lands lying in Cowsley Field in Derby, were left to the vicar and churchwardens of the said parish, to distribute three twopenny loaves every Sunday to three poor persons of the said parish, frequenting the church and coming to prayers; and reciting, that the said lands had been since sold for 9*l.*; and reciting, that by the Will of James Stables, the sum of 5*l.* was left to the said vicar and churchwardens for the payment of 1*s.* a-piece yearly on St. Thomas's-day for ever, to five poor housekeepers not receiving alms of the said parish. And reciting, that the said sums of 26*l.*, 9*l.*, and 5*l.*, amounting together to 40*l.*, had been paid to the said trustees of Liversage for the use and advantage of the said trust, the said Henry Green, and the other parties of the first part, in consideration thereof, granted to the said George Osborne and Margaret Avery, and their heirs, a yearly rent-charge of 1*l.* 13*s.* 6*d.* out of a close called Calvers Close, in the parish of St. Alkmund; as to 1*l.* 6*s.* thereof to the use of the charity expressed in the will of the said William Osborne, to be distributed by the said vicar and churchwardens; as to 5*s.* thereof to the use of the charity mentioned in the will of the said John Stables; and as to 2*s.* 6*d.*, the remainder thereof, to the use of the clerk of the church of St. Peter's, and his successors, for his trouble in distributing the said charities, or to be disposed of to such other uses as the said vicar and churchwardens should think proper.

We are informed that three twopenny loaves were distributed to poor persons at St. Peter's church every Sunday, in respect of the donation of the Rev. William Osborne, and paid for by the churchwardens out of the rents of the Liversage charity-lands until about eight or nine years ago, when the number of loaves was increased to ten, which are now given in the same manner every Sunday, the cost thereof being 4*l.* 6*s.* 8*d.* per annum, which is paid by the churchwardens out of those rents. An annual sum of 2*s.* 6*d.* is also given to the parish-clerk for distributing the bread. The appointment of the poor persons to receive the bread, as vacancies in their number occur by death, have been usually made by the master of the workhouse.

No distribution is made in respect of the small donation of James Stables, but the annual sum of 5*s.* secured by the above-mentioned deed ought to be given amongst five poor housekeepers not receiving alms, on St. Thomas's-day, according to the donor's direction. The excess in the cost of the distribution of bread of late years, beyond the sum of 1*l.* 6*s.* mentioned in the deed of 1722, may, as we have already observed, be considered an application of so much of the Liversage rents for the benefit of the poor.

CHARITIES OF THE COUNTESS OF DEVONSHIRE AND OTHERS.

Charities of the
Countess of Devon-
shire and others.

The annual sum of 3*l.* 8*s.* arising from these charities is, as has been already stated, paid by the chamberlain of the corporation to the churchwardens of this parish, in respect of the charities of the Countess of Devonshire and others.

others. This sum is, together with 1*l.* arising from Babington's charity; the portion of the rents of Wilcox's Charity belonging to this parish; 2*l.* 10*s.* arising from Cundy's Charity; 2*l.* 10*s.* from Jackson's charity; and 1*l.* from Brough's Charity, carried to an account kept by the churchwardens, distinct from their general account with the parish; and on St. Thomas's-day, after providing the gowns in respect of Cundy's Charity, and specifically disposing of the sum of 1*l.* arising from Brough's Charity, they distribute the residue of this united fund amongst all the poor of the parish who attend at the church, usually in sums of 1*s.* to each. If the whole residue is not thus exhausted, what remains is given amongst the oldest and most infirm poor.

The account thus kept is produced at the annual meeting for auditing the churchwardens accounts.

BABINGTON'S CHARITY.

The Parliamentary Returns of 1786 state that Augustine Babington in 1568 gave a rent-charge of 20*s.* per annum to the poor of this parish. The same donor also gave 20*s.* per annum to the poor of the parish of Normanton.

A writ of execution was produced to us amongst the documents relating to Liversage's charity hereinbefore mentioned, dated 17th May, 19th James I. against Henry Harpur, esq. and Barbara Lady Gromont his wife, purporting to be issued upon a decree of Sir John Bentley and others, Commissioners of Charitable Uses, returned into the Court of Chancery for the payment of an annual rent of 40*s.*, and of arrears thereof, by the said Barbara, and the several occupiers and possessors of the manor of Normanton, given by the will of Augustine Babington to the bailiffs of Derby for the time being, to be paid by them to poor inhabitants of Normanton, and of the parish of St. Peter, Derby, according to the will of the said Augustine Babington.

The annual sum of 20*s.* is received by the churchwardens of this parish from Mr. William Peach, the tenant of a farm forming part of an estate at Normanton, which formerly belonged to the Dixie family, and is now the joint property of the sons of the Rev. Thomas Wright. Its application has been already stated in the above account of the charities of the Countess of Devonshire and others.

WILCOX'S CHARITY.

Elizabeth Wilcox, by her Will, bearing date 20th April 1646, reciting, that she had by indenture, bearing date 10th June, 12th Charles I. conveyed to William Turner and Roger Allestrey, Thomas Allestrey and Richard Brooke, and their heirs, her messuage with appurtenances situate in Derby, nigh St. Peter's Bridge, to the use of herself for life, and after her decease to such uses as she should by deed or will appoint, gave the said premises to the poor of the several parishes of Ashwell, in the county of Rutland, Elvaston, in the county of Derby, and St. Peter, Derby, the rents and profits thereof to be employed for their relief in manner following, namely, to the poor of the parish of Ashwell, one half of such rents and profits, and the other half thereof to the poor of the said parishes of Elvaston and St. Peter, to be yearly distributed amongst them by her executors during their lives, and after their decease by the parsons and vicars and churchwardens of the said parishes for the time being, on the feast day of St. Thomas the Apostle. The property of this charity now consists of,

1.—A messuage, yard, and outbuildings, situate in the corn-market, Derby, near St. Peter's Bridge, called the Angel Inn, in the occupation of Samuel Elliott, as under tenant to John Reeves, who holds a lease thereof granted by the rector and vicars and the churchwardens of the three parishes, entitled to partake of the charity, dated 29th September 1823, for 21 years, at the yearly rent of 36*l.*, with a covenant from the lessee to keep the buildings in repair.

The rent previously to the present lease being granted, was 28*l.*

2. A messuage and garden situate behind the Angel Inn, and adjoining to the back buildings of it, now held by Mr. William Taylor, under a lease of the same date as the above, and granted by the same parties for a similar term to Messrs. William Strutt, George Benson Strutt, and Joseph Strutt, for 21 years, at the yearly rent of 11*l.* with a covenant from the lessees to keep the premises in repair. The previous rent was 9*l.* 10*s.*

Leases of the Angel Inn, and of the premises now held by Mr. Taylor, were granted in 1805 by Richard F. Forrester, M.D. Charles Upton, James Bellairs,

St. Peter.

Charities of the
Countess of Devon-
shire and others,
continued.

Babington's
Charity.

Wilcox's Charity.

St. Peter.

Wilcox's Charity,
continued.

and Joseph Handford, therein described as trustees of the lands belonging to Wilcox's Charity, for terms of 21 years respectively, but it does not appear that these gentlemen were appointed trustees by deed; and we are informed that the present rector of Ashwell refused to acknowledge their right to act, and that in consequence thereof, the existing leases were granted. The rents are considered to have been of a fair amount when the leases were granted, and were fixed on the valuation of a surveyor.

The outbuildings of the Angel Inn were in a dilapidated state before the present lease was granted, and John Reeves the lessee agreed to lay out a considerable sum in repairs, which was done under the inspection of a surveyor before the execution of his lease.

The buildings included in both leases are now in good repair.

The above-mentioned rents have since 1817 been received by Mr. William Whiston, solicitor, of Derby, who receives an allowance of 1*l.* 1*s.* per annum. An annual sum of 1*l.* 7*s.* is paid for the insurance of the buildings against fire. In 1824, a bill of 2*l.* 3*s.* 4*d.* was paid to Mr. Whiston for business relating to the re-letting of the property, and in 1825, a sum of 2*l.* was paid to a surveyor for inspecting the repairs, &c.

Of the clear rents, Mr. Whiston transmits one moiety to the rector of Ashwell, and pays one half of the other moiety to the churchwardens of St. Peter's, Derby, and the other half thereof to the churchwardens of Elvaston, to be distributed on St. Thomas's-day.

The application of the moiety of the rents of this charity, belonging to the parish of Ashwell, was noticed in our 5th Report, page 345. We have stated in the above account of the charities of the Countess of Devonshire and others, the mode of distributing the portion belonging to this parish, and in a subsequent part of this Report will be found the particulars of the disposal of the remaining portion in the parish of Elvaston.

CUNDY'S CHARITY.

Cundy's Charity

The particulars of *Dorothy Cundy's* Will, dated in 1697, will be found in a subsequent part of the present Report, in the account of the charities of the parish of St. Werburgh, by which, amongst other charitable donations, she gave to trustees a yearly rentcharge of 5*l.* to be bestowed in eight gowns, or coats, of the value of 12*s.* 6*d.* a piece, four of which were to be given on St. Thomas's-day to such four poor people inhabiting within the parish of St. Peter as her trustees and their heirs, and in default thereof, as the vicar and churchwardens of that parish, should appoint.

The annual sum of 2*l.* 10*s.* being a moiety of the above-mentioned rentcharge, is now paid by Mr. James Lovatt, as the owner of a house in Sadler-gate, Derby, to the churchwardens of this parish, who provide annually seven gowns, which they distribute to poor widows of the parish on St. Thomas's-day.

The cost of these gowns, including the expense of making them, usually exceeds by a few shillings the sum of 2*l.* 10*s.* and the residue is made up from the united fund arising from the charities above mentioned.

JACKSON'S CHARITY.

Jackson's Charity.

George Jackson, M.D. by his Will, bearing date 16th May 1699, and proved in the Prerogative Court of Canterbury, gave to the poor of St. Peter's parish, Derby, 50*s.* to be paid yearly for ever on St. Thomas's-day, "out of the fee-farm rents of the Champagne of the Peak in the county of Derby."

This annual sum of 50*s.* is now paid by the agent of the Duke of Devonshire. Its application has been already stated.

BROUGH'S CHARITY.

Brough's Charity.

Theodosia Brough, by her Will, bearing date in 1723, charged her lands in the parish of Spondon in the county of Derby with the payment of a rentcharge of 40*s.* per annum, which she thereby devised to her executors, Richard Beardsley, Job Beardsley, and John Chambers, and the survivor of them, and the executors, administrators, and assigns of the survivor, upon trust, yearly, on 24th December, to pay to ten poor widows of the parish of St. Peter, Derby, 2*s.* a-piece; and to ten poor widows of the parish of St. Werburgh, Derby, 2*s.* a-piece; the twenty poor widows to be such as her executors should appoint, and on failure of such appointment to be nominated by the respective ministers of the parishes of St. Peter and St. Werburgh for the time being.

By indenture, bearing date 1st September 1750, between John Chambers, one of the above-mentioned executors, of the first part; Henry Wright, vicar, and Thomas Saxelby and Isaac Turner, churchwardens and overseers of the poor of the parish of St. Peter, and William Lockett, vicar, and William Leaper and John Porter, churchwardens and overseers of the poor of the parish of St. Werburgh, of the second part; and Susannah Walker and William Walker, of Spondon, of the third part, reciting the above-mentioned gift of the said Theodosia Brough; and that the whole estate chargeable with the said rent-charge belonged to the said Susannah Walker and William Walker, at whose request the trustees of the said charity had agreed for the future that the said rent-charge should be issuing out of those parts of the lands called the New Close and Royal Hill only, being much more than sufficient for security thereof; the said John Chambers, with the consent of the said several ministers, churchwardens, and overseers, released to the said Susannah Walker and William Walker, and to his heirs, all the messuages, lands, &c. of the said Theodosia Brough, in the parish of Spondon, chargeable with the said rent-charge, except the said two closes, called the New Close and Royal Hill.

The above-mentioned closes at Spondon have within a few years been sold in three parts, of which one belongs to Mr. Jacob Osborne, another to Mr. — Holbrook, and the third to Mr. Roger Cox; and we are informed that it was agreed, upon the sale, that the two respective sums of 20s. each, to which the poor of this parish and of St. Werburgh's parish are entitled, should be paid in the following proportions:

	£.	s.	d.
Mr. Osborne	-	10	11 $\frac{1}{4}$
Mr. Holbrook	-	7	9
Mr. Cox	-	1	3 $\frac{1}{2}$
	£.	1	-

But as the whole of the property thus sold is liable to this payment, it does not appear reasonable that the churchwardens of these parishes should be under the necessity of applying to the various owners for the several portions of the rent-charge. It will therefore be more convenient that one of them should pay the whole, and receive the respective contributions from the others.

The annual sum of 20s. to which this parish is entitled, is distributed amongst ten poor widows thereof on St. Thomas's day, 2s. to each. The application of the portion belonging to St. Werburgh's parish will be hereinafter stated.

PARISH OF ST. WERBURGH.

CHARITIES OF THE COUNTESS OF DEVONSHIRE AND OTHERS.

The annual sum of 3*l.* 8*s.*, arising from the charities of the *Countess of Devonshire* and others, is paid by the chamberlain of the corporation to the churchwardens of this parish, together with a portion of Ash's Charity, which has hitherto amounted to 1*l.* 11*s.* 10*d.* The churchwardens also receive the annual sum of 8*s.* from Botham's Charity, and 1*l.* from each of the charities of Fletcher, Brough, and Cheshire, hereinafter mentioned. We are informed that an annual distribution of about 13*l.* is made by the churchwardens and the assistant overseer at the parish church, usually on the day after Christmas-day, amongst the poor of the parish, in sums of about 2*s.* each to the widows, and 1*s.* or 1*s.* 6*d.* each to the other poor persons, in respect of the above-mentioned yearly sums, amounting in the whole to 8*l.* 7*s.* 10*d.*, and of a sum of about 5*l.* arising from the alms collected at the Sacrament. The churchwardens' accounts produced to us prior to 1818 do not contain any receipts or payments on account of these charities. In the accounts from 1818 to 1823, credit is given for the above-mentioned sums paid by the corporation, and in some of the years during that period for the receipt of the other charitable payments; but these entries are not regularly made in each year. There are also items in the disbursements of the churchwardens during this period for sums distributed at Christmas, in money or coals. The churchwardens accounts for 1824 and 1825 had not been made up at the time of our investigation.

St. Peter.

Brough's Charity,
continued.

St. Werburgh.

Charities of the
Countess of Devon-
shire and others.

St. Werburgh.

Charities of the
Countess of Devon-
shire and others,
continued.

It is very desirable that in future a debtor and creditor account should be kept of all the charities received and disposed of by the churchwardens, which, if commenced with an accurate reference to the intentions of the several donors, would serve as a guide to the persons holding that office in future.

ASH'S CHARITY.

Ash's Charity.

The particulars of this Charity under which the poor of St. Werburgh's parish are entitled to an annual sum of 3*l.* per annum, (but the sum of 1*l.* 11*s.* 10*d.* only has been hitherto paid by the corporation of Derby), have been already stated in the account of the corporation charities. The application thereof, and of the income of the four following donations for the benefit of the poor of this parish has been noticed with that of the preceding charity.

BOTHAM'S CHARITY.

Botham's Charity.

The annual sum of 8*s.* is received by the churchwardens of this parish from John Smith, esquire, as the owner of a house in Derby, on the Ashborne road, in respect of *Botham's* charity, the particulars of which, as far as we have been able to ascertain them, have been already given in our account of the charities of Saint Michael's parish.

FLETCHER'S CHARITY.

Fletcher's Charity.

Samuel Fletcher, by his Will, bearing date 15th June 1695, and proved in the Consistory Court of Lichfield in the following year, as to his two acres of land which he bought of Mr. Mellor, lying in a field within the precincts of Derby, called the Park Field, being reputed four half acres, and abutting on five other of his acres of land by the way-side, called the Quarn Way, devised the same to Solomon Roberts, and Samuel Fletcher his nephew, in trust, and for the use of 10, of the poorest widows of the parish of St. Werburgh in Derby, for ever; and he directed that his said nephew, Samuel Fletcher, and his assigns, should hold the said two acres during his life, and that in lieu and recompense for the same he or his assigns should yearly, on Christmas-day, before Divine Service in the morning, pay to the vicar of the said parish the full sum of 20*s.*, and that on the same day, immediately after Divine Service, the said Samuel and the said vicar, or the said vicar in his absence, should equally distribute the said 20*s.* to 10 of the poorest widows of the said parish who should on that day be at Divine Service, (if able to come thereunto,) and no more; and that after the death of the said Samuel Fletcher, it should be lawful for the vicar and churchwardens of the said parish to enter upon the said premises, and the rents and profits thereof to take and receive to the uses aforesaid, to be equally distributed by them, or any two of them as aforesaid, according to what the rent of the said land yearly should amount unto, be it above or under the yearly rent of 20*s.*

A counterpart of a lease was produced to us, bearing date 26th December 1729, between the Rev. William Lockett, vicar of St. Werburgh, George Pyecroft, and John Harrison, churchwardens of that parish, of the one part, and William Turner, of the other part, whereby, after reciting that the parishioners of St. Werburgh had thought it necessary to raise a sum of money by sale or long leasing of the lands thereafter mentioned, in order to build a workhouse for the poor of the said parish, and provide a stock of materials to employ the poor, and had therefore ordered, at a parish-meeting on the 15th of the same month, that the said William Turner should have a lease of those lands for 1,000 years on paying 50*l.* as a fine, and the reserved rent of 20*s.*; and reciting, that the said William Turner intended to inclose the lands in Park Field, together with other of his lands, so that the bounds and descriptions of the same might in time become unknown, the said William Lockett and the other parties, of the first part, in consideration of the said 50*l.* and of the said rent of 20*s.* demised to the said William Turner four lands of arable ground, containing by estimation two acres, then let for 20*s.* per annum, situate in one of the fields in or belonging to the borough of Derby, called Park Field, abutting east upon lands of the said William Turner, and west upon lands then or late Fowler's, the land of William Osborne lying on the north side, and a new inclosure of the said William Turner lying on the south side thereof; and also two lands of arable ground, containing by estimation half an acre, lying in another of the fields in or belonging to the said borough, called White Cross Field, one end thereof shooting upon closes called the Parcels, and the lands of the said William Turner lying on both sides thereof, to hold for the term of 1,000 years, yielding out of the

the said two acres of land in the Park Field yearly, at Christmas, to the said vicar and churchwardens of St. Werburgh, and their successors, the clear yearly sum of 20s., to be by them given and distributed to such charitable uses as were appointed by the will of Samuel Fletcher, bearing date the 15th June 1695.

St. Werburgh.
Fletcher's Charity,
continued.

In a table of benefactions in St. Werburgh's church the yearly sum of 1*l.*, arising from Samuel Fletcher's donation, is stated to be paid out of two acres of land lying near the Steward's Balk in Park Field.

The annual sum of 1*l.* is now received by the churchwardens from William Newton, esquire, in respect of two small closes near the Kedleston turnpike-gate, which we understand were formerly part of Park Field. We are informed by Mr. Newton's solicitor that he lately purchased the fee-simple of these closes upon a title regularly deduced for nearly 80 years.

The reservation by the lease of 1729 out of the two acres in the Park thereby demised, of the annual rent of 20s., to be distributed to the charitable uses appointed by Samuel Fletcher's will, seems to identify those two acres as being the lands which had been devised for the use of poor widows of this parish by that will; and from the payment of the same annual sum out of lands in the above-mentioned situation, we are induced to suppose that the two acres in question are comprised in Mr. Newton's closes.

It is clear from the donor's will that the vicar and churchwardens had no authority to raise money for building a workhouse by granting a long lease of the lands given by him; but under the circumstances above stated, we apprehend that it is doubtful whether any proceedings that might be instituted for the purpose of restoring the profits of the two acres of land, instead of the small rent of 20s., to the purposes intended by the donor, would be successful.

BROUGH'S CHARITY.

An account of this charity, under which ten poor widows of this parish are entitled to receive 2s. each, amounting in the whole to 1*l.* per annum, out of certain closes at Spondon, now the property of Mr. Jacob Osborne, Mr. Holbrook, and Mr. Roger Cox, has been given amongst the charities of the parish of St. Peter.

Brough's Charity.

CHESHIRE'S CHARITY.

In one of the tables of benefactions in the church it is stated that Isaac Cheshire gave to the poor of this parish 20s. per annum, to be distributed amongst them on the feast of Our Saviour's nativity.

Cheshire's Charity.

This annual sum is received by the churchwardens from Thomas Cox, esq. as the agent of Robert Henry Cheney, esq. out of an estate at Langley, in the county of Derby.

DEANE'S CHARITY.

An abstract of Daniel Deane's will, dated in 1637, whereby he gave 15s. per annum, out of his house at Derby, to be distributed by the churchwardens of this parish to 45 poor inhabitants thereof, in fourpenny loaves, on the feast of the Annunciation of the Virgin Mary, has been given in the account of his donation to the poor of St. Michael's parish.

Deane's Charity.

This annual sum is now paid by the secretary of the trustees of the Derby Assembly Rooms to the churchwardens, by whom bread to that amount is distributed on Lady-day.

JONES'S CHARITY.

At the same times as the distributions of bread are made in respect of Cundy's charity hereinafter mentioned, viz. on 13th May and 23d November annually, bread to the amount of 4s. is also given by the churchwardens, which is paid for by them out of the church-rates, and the amount is charged in their general account with the parish. The same distribution appears to have been made as far back as 1747, under the name of Jones's Dole.

Jones's Charity.

This small charity is not mentioned in any of the tables of benefactions, and we have obtained no further information relating to it.

BLOODWORTH'S CHARITY.

John Bloodworth, by his Will, the date of which does not appear, gave to the churchwardens of the parish of St. Werburgh, 100*l.* to be laid out in purchasing land, in the names of feoffees, the rents thereof to be yearly disposed of as follows: 12*d.* every Sunday in wheaten bread to the poor of that parish; 2s. to the churchwardens, and 2s. to the parish-clerk, for their pains; and 13s. 4*d.* to

Bloodworth's
Charity.

St. Werburgh.

Bloodworth's
Charity,
continued.

the minister of the church to preach a sermon on the 5th November yearly, in remembrance of the deliverance of the nation from the hellish gunpowder plot; and the residue of the said rents he directed to be laid out on that day, in twopenny loaves of wheaten bread, to be distributed amongst the poor people of the said parish by the churchwardens and overseers of the poor.

By indenture, bearing date 23d September, 1650, between the mayor and burgesses of the borough of Derby, of the one part; and Jervas Benett, Thomas Houghton, John Dalton, William Stenson, and John Gisborne, parishioners of the parish of St. Werburgh, in the borough of Derby, of the other part; reciting the above-mentioned bequest of the said John Bloodworth; and reciting, that the then churchwardens of the said parish, with the consent of the most substantial inhabitants thereof, had paid unto the said mayor and burgesses the said sum of 100*l.* for the purchasing of the yearly rent thereafter mentioned, to be employed in such sort as by the will of the said John Bloodworth was appointed, the said mayor and burgesses, in consideration of the said 100*l.* granted to the said Jervas Benett and others, and their heirs, a yearly rentcharge of 6*l.* to be issuing and payable out of two closes or grounds, inclosed, in Derby, called the Rayles and Darley Hill, being the inheritance of the said mayor and burgesses, and in the respective possessions of George Pogson and Edward Osborne.

The annual sum of 6*l.* is now paid by the chamberlain of the corporation, in respect of this charity. We are informed that the corporation are not in possession of any lands now known by the names of the Rayles and Darley Hill; but this annual sum is considered a charge upon their general property. It is paid to a baker, by whom six twopenny loaves are sent every Sunday to St. Werburgh's church, where they are distributed amongst poor persons of the parish who attend the church. The distribution of these loaves is usually made by the sexton, instead of their being given, as they ought to be, by the churchwardens.

	£.	s.	d.
The annual cost of the weekly bread is	-	-	-
There is also paid to the churchwardens	-	-	-
To the parish-clerk	-	-	-
And to the minister for preaching a sermon on 5th November	-	-	-
And, with the residue of the said sum of 6 <i>l.</i> the same baker provides 70 sixpenny loaves, 60 threepenny loaves, and four twopenny loaves, which are distributed on 5th November by the churchwardens amongst the poor of the parish, the cost thereof being	-	-	-
	£.	6	-

DAY'S CHARITY.

Day's Charity.

Mary Day, by her Will, bearing date 25th September 1669, gave 60*l.* to Edward Walker, John Brookhouse, John Moore, and Edward Parker, to be bestowed by them in the purchase of a piece of land lying in the county of Derby, to be settled upon them and their heirs, in trust, and to the intent, that out of the rents and profits thereof there might be raised 1*s.* weekly for ever, to be paid to the churchwardens and overseers of the poor of the parish of St. Werburgh, to be by them distributed weekly for ever on the Lord's-day, in the parish church, amongst six poor people inhabiting in the said parish of St. Werburgh, viz. 6*d.* thereof weekly in money, and other 6*d.* in bread, to be distributed as aforesaid; and such persons as were to partake of her said alms were to be nominated by her executor, the said Edward Parker, during his life, and after his decease, by the churchwardens and overseers of the poor of the said parish.

By indenture, bearing date 10th April 1674, between the said Edward Walker and John Brookhouse, of the one part, and Samuel Dalton, John Gisborne, Solomon Roberts, Joseph Walker, son and heir-apparent of the said Edward Walker, Thomas Brookhouse, son and heir of the said John Brookhouse, William Wandell, and John Cheshire, of the other part, reciting the bequest of the said *Mary Day*; and reciting that the said Edward Parker and John Moore, two of the trustees, had died since the making of the said will, and that the said Edward Walker had received the said 60*l.* bequeathed by the said will; the said Edward Walker, with the consent of the said John Brookhouse, granted and enfeoffed to the said Samuel Dalton and others, and their heirs, a close of meadow, as it was then severed with a ditch, called the Old Meadow, containing, by estimation, three acres and a half, being within
the

the liberty of Derby, and then in the occupation of the said Edward Walker to the use of the said Samuel Dalton and others, and their heirs, upon trust, and to the intent, that they should, out of the rents and profits of the premises, raise the sum of 1*s.* weekly for ever, to be paid to the churchwardens and overseers of the poor of the said parish of St. Werburgh, to be by them distributed weekly on the Lord's-day, in the parish church of St. Werburgh, amongst six poor people in the said parish, 6*d.* thereof weekly in money, and the other 6*d.* in bread, and to the intent that they should pay the remaining part of the monies which should be raised out of the rents of the said premises to the said Edward Walker, his heirs and assigns; and it was declared, that when any five of the said trustees should die, the two survivors should, at the costs of the parishioners of St. Werburgh, convey the said premises to the mayor and burgesses of Derby, and their successors, upon condition that they should within one month re-convey the same to the said two survivors and such five other persons, inhabiting the borough of Derby, as the said survivor should nominate, for the charitable uses before mentioned.

It does not appear that any renewal of the trustees of this charity has ever taken place.

The annual sum of 52*s.* is now paid by Charles Clarke, esquire, solicitor, of Derby, for his father, Nathaniel Goodwin Clarke, esquire, as the owner of the above-mentioned meadow-land, charged therewith, to a baker, who provides every Sunday six twopenny loaves, which are sent to the church, and distributed in the same manner as those given in respect of Bloodworth's Charity before mentioned.

JOHN GISBORNE'S CHARITY.

John Gisborne the elder, of Derby, by his Will, bearing date 3d May 1689, and proved in the Consistory Court of Lichfield, in the same year, gave to his sons John Gisborne and Thomas Gisborne 200*l.* in trust, that they and the survivor of them, and his heirs, should purchase therewith land of inheritance, or a fee-farm rent to them and their heirs, or to them and any other person or persons, and their heirs, of the yearly value of 10*l.*, if they could, the rents and profits thereof to be disposed of in manner following, that is to say, one half of the clear yearly value of the rents and profits, above all charges, to be yearly disposed on the feast days of St. Thomas the Apostle and St. John the Baptist, to the poor of the parish of Willington, in the county of Derby, viz. as to one moiety of such half of the rents, to buy four gowns or coats for four poor men or women inhabiting within that parish, to be disposed of to such poor men or women on St. Thomas's-day, yearly, as his said son John Gisborne, and his heirs, in his and their discretion, should nominate and appoint, and the other moiety of the said half of the rents and profits to be yearly given in money on the feast days of St. Thomas the Apostle and St. John the Baptist, by equal portions, to such poor inhabitants of the said parish of Willington, not having any of the said coats or gowns that year, as his said son John Gisborne and his heirs, and the churchwardens of Willington for the time being, should nominate and appoint; and he directed that in case his said son John Gisborne, and his heirs, should at any time make default in the nomination of the persons to have the said gowns, or coats, or monies, the churchwardens for the time being should dispose of the same to such poor inhabitants of that parish for that year, in the manner before expressed. And the testator directed that the other half of the yearly rents and profits, above all charges, should be disposed of, one moiety thereof in gowns and coats, and the other moiety in money, to poor persons of the parish of St. Werburgh, Derby, in the same manner as the first-mentioned half of the rents was to be applied for the benefit of the poor of Willington. And the testator appointed his said son John Gisborne to be the sole executor of his will.

By indenture, bearing date 3d July 1690, and enrolled in the Court of Chancery, between Roger Jackson and John Bullock, of the first part, John Gisborne and Thomas Gisborne, of the second part, and Michael Wrightson, of the third part; the said Roger Jackson, by the direction of the said John Bullock and Michael Wrightson, in consideration of 262*l.* 11*s.* 8*d.* granted and assigned to the said John Gisborne and Thomas Gisborne, and their heirs, "all that annual or fee-farm rent or payment of 13*l.* 2*s.* 7*d.* of lawful money of England, reserved, issuing or payable out of and for all that the rectory and church of Church Broughton, with the appurtenances, in the aforesaid

St. Werburgh.

Day's Charity,
continued.

John Gisborne's
Charity.

St. Werburgh.

John Gisborne's
Charity,
continued.

county of Derby, together with the advowson, donation, free disposition and right of patronage of the vicarage and church of Church Broughton to the same rectory belonging, appertaining, incident or impendent, by letters patent of our late Queen Elizabeth, bearing date 30th day of May, in the 30th year of her reign, granted, or mentioned to be granted, to Sir Moyle Finch, knight, and John Audley, gentleman, their heirs and assigns for ever, paying the same yearly rent of 13*l.* 2*s.* 7*d.* at the feast of St. Michael the Archangel, and the feast of the blessed Virgin Mary, by even and equal portions, and the reversion and reversions, remainder and remainders of the said annual or fee-farm rent, and all the estate, right, title, interest, property, claim and demand whatsoever, either in law or equity, of him the said Roger Jackson, of, in and to the same, which said annual or fee-farm rent or sum was, together with other rents, conveyed unto Francis Pemberton and George Hadley, esquires, and their heirs, by Francis Lord Hawley and others, trustees, for the sale of fee-farm rents, by indenture, bearing date 9th August 1672, and duly enrolled in the High Court of Chancery, and by the said Francis Pemberton and George Hadley was after conveyed to William Smith and Simon Smith, esquires, and their heirs, by indenture, bearing date the said 16th October 1672, and duly enrolled in the said Court of Chancery, and by them the said William Smith and Simon Smith conveyed to the said Roger Jackson, and his heirs, by indenture, bearing date 12th June 1674, and likewise enrolled in the said Court of Chancery."

The above-mentioned *John Gisborne*, the son, by his Will, bearing date 16th April 1704, and proved in the Prerogative Court of Canterbury, gave to his son John Gisborne, and his heirs, a fee-farm rent or yearly sum of 3*l.* 2*s.* 7*d.* issuing out of the tithes of corn, grain, hay, wool and lamb, or other tithes in Church Broughton, in trust, that he and his heirs should yearly for ever, with the said rent, buy and provide four gowns or coats, each of the value of 12*s.*, to be by his said son John, and his heirs, given and disposed of on Christmas-day, in every year, to four of such indigent poor persons as his said son John and his heirs only, and none other, should in their discretion think fit, and should yearly nominate to receive the same; two of the said poor persons to be inhabitants for the time being of the parish of St. Werburgh, Derby, one other to be an inhabitant of Hilton, in the county of Derby, and one other to be an inhabitant of Boylstone, in the said county; and he directed that no other person or persons whatsoever, except his said son John, and his heirs, should ever have the disposal of the said gowns or coats, or any of them.

We apprehend there is no doubt that the fee-farm rent or annual sum of 3*l.* 2*s.* 7*d.* mentioned in the will of John Gisborne the son, 2*l.* 8*s.*, of which he thereby directs to be disposed of in four gowns or coats, was the surplus of the fee-farm rent of 13*l.* 2*s.* 7*d.* which had been assigned to him and his brother in 1690, beyond the annual sum of 10*l.*, to which amount they were directed by their father's will to purchase either lands of inheritance, or a fee-farm rent.

The fee-farm rent of 13*l.* 2*s.* 7*d.* appears to be now vested in Edmund Henry Lushington, esq. whose grandfather married one of the granddaughters of John Gisborne, the son. Mr. Lushington has produced to us the probate copies of the above-mentioned wills, and also an instrument, which appears to have been prepared in 1697, and to have been intended as an assignment of 5*l.* per annum, part of the said fee-farm rent, to certain persons of various places in the county of Derby, as trustees of that annual sum for the parish of Willington; but as this deed is unexecuted, and as the receipt and disposal of the fee-farm rent has been continued by the descendants of John Gisborne, the son, or their agents, it is to be presumed that the proposed assignment was not carried into effect.

All the information that we could obtain in any of the places in Derbyshire in which the poor are entitled, under the wills either of John Gisborne the father, or of John Gisborne the son, to partake of this fee-farm rent, was, that the present vicar of Church Broughton (who, it seems, receives a payment out of the great tithes of that parish) and his predecessors, paid the annual sum of 11*l.* 3*s.* 1½*d.* (the remaining 1*l.* 19*s.* 5½*d.* being allowed for land-tax, after the rate of 3*s.* in the pound) to the late Mr. Edmund Evans, who had the management of the estates of the Lushington family in this county, as their agent, and who continued, after that agency ceased, to receive this fee-farm rent, and to dispose of it in the several places entitled thereto until the time of his death,

death. The last annual payment made to him by the vicar of Church Broughton was at Michaelmas 1823, so that at Michaelmas 1826 an arrear for three years was due. Distributions of gowns and coats were made by Mr. Evans to poor persons of St. Werburgh's, Willington, Hilton, and Boylstone, selected by him; but we have not been able to ascertain the precise number thereof given annually in the several places, nor the amount of the cost of the articles so given. In each of the two first-mentioned places bread has also been distributed to poor persons, to the annual amount of 52s. consisting of six twopenny loaves every Sunday, probably as being thought more beneficial than the distribution of money directed by the will of John Gisborne the father. The respective bakers who provided this bread were paid for it by Mr. Evans during his life; and as they have continued to provide the same quantity of bread since his death, without being hitherto paid for it, a part of the arrears due ought to be applied for that purpose.

Mr. E. H. Lushington, until the time of our applying to him, was not aware of the existence of this charity, but he has since undertaken to act as the trustee thereof; and we are informed that his agent has lately received from the vicar of Church Broughton 33*l.* 9*s.* 4½*d.* being the amount of the arrears due to the charity for the three years ending at Michaelmas 1826, at 11*l.* 3*s.* 1½*d.* per annum, (after making the before-mentioned deduction for land-tax,) which arrears, as well as the future payments of the fee-farm-rent, it is intended to apply for the benefit of poor persons of the places entitled thereto, according to the directions of the donors.

The bread given in the parish of St. Werburgh, in respect of this charity, has been distributed at the church to poor widows, or persons having large families, who during Mr. Evans's life were nominated by him.

St. Werburgh.

John Gisborne's
Charity,
continued.

CUNDY'S CHARITY.

Dorothy Cundy, by her Will, bearing date 11th March 1697, gave to John Gisborne, William Parker the younger, and John Houghton, and their heirs, a yearly rentcharge of 5*l.* issuing out of her messuage or tenement wherein she dwelt, and out of the malt-room, outhouses, yards, gardens, &c. thereto belonging, situate in the parish of St. Werburgh, and out of her messuage or tenement, late in the tenure of John Hayes, with the appurtenances, situate in the parish of St. Peter, and out of the barn, with the appurtenances, in her possession, in the parish of St. Peter, on trust, that they should yearly bestow the same in eight gowns or coats, of the value of 12*s.* 6*d.* a-piece, to be yearly given on the feast of St. Thomas the Apostle, four of the said gowns or coats to such four poor people, inhabiting within the said parish of St. Peter, as the said trustees and their heirs should appoint, and, for want of such appointment, to four such poor persons as the vicar and churchwardens of the said parish should appoint; and the remaining four gowns or coats to such four poor people, inhabiting within the said parish of St. Werburgh, as the said trustees, or, in default of their nomination, as the vicar and churchwardens of the said parish of St. Werburgh for the time being should appoint. And she gave the said premises, charged as aforesaid, to William Shardlow, for life, with remainder to his son William, and his heirs; and after devising to James Walker, vicar of St. Werburgh. and his successors, nine acres of land by estimation, in the fields of Derby and Norman-ton, provided, that he and they should yearly preach, or cause to be preached, in the said parish church, two sermons, one on 23d November, and the other on 13th March, she gave to her executors, William Shardlow the younger, John Gisborne, and William Parker the younger, 140*l.* in trust, and to the intent that they should purchase lands of inheritance in fee-simple, of the clear yearly value of 7*l.* or a rentcharge in fee-simple of 7*l.* per annum, which 7*l.* per annum she thereby directed should be yearly, for ever, paid and disposed of in manner following (that is to say), the sum of 5*l.* thereof to be yearly, for ever, paid, given, and disposed of, upon the feast-day of St. Michael the Archangel in every year, to two such of the most indigent poor people inhabiting in Derby aforesaid, being freemen of the trade or mystery of a fell-monger, or of the trade or mystery of a glover, or being the widow of such deceased persons as were freemen of the same trades, or of one of them, as her executors, and the survivors and survivor of them, and the heirs of the survivor, should nominate and appoint from time to time; and for want of such nomination and appointment, to two such poor people inhabiting in Derby aforesaid,

Cundy's Charity.

St. Werburgh.

Cundy's Charity,
continued.

being freemen of the said trade of a fellmonger, or of the said trade of a glover, or being the widows of such deceased persons as were freemen of the same trade, or of one of them, as the vicar and churchwardens of the said parish of St. Werburgh for the time being should, in their discretion, think fit; and she directed that the remaining 40*s.* of the said 7*l.* per annum to be purchased as aforesaid should be yearly, for ever, laid out in bread, to be yearly, for ever, distributed on the aforesaid 23d November and 13th March in every year, in the before-mentioned parish church of St. Werburgh, immediately after the respective sermons there preached as aforesaid, to and amongst such poor people inhabiting within the said parish of St. Werburgh, as her executors, and the survivors and survivor of them, and the heirs of the survivor, should nominate and appoint from time to time; and for want of such nomination and appointment, to such poor people inhabiting in the said parish of St. Werburgh, in Derby aforesaid, as the vicar and churchwardens of the said parish for the time being should, in their discretion, think fit, so that yearly, for ever, upon each of the said two lecture-days there should be bread of the value of 20*s.* distributed in manner aforesaid; and until such purchase should be made, she directed that the said 7*l.* should be yearly paid out of her personal estate, and be disposed of as aforesaid.

In respect of the first-mentioned gift contained in this will of a yearly rent-charge of 5*l.* for providing four gowns or coats for poor people of the parish of St. Peter, and four gowns or coats for poor people of the parish of St. Werburgh, an annual sum of 2*l.* 10*s.* is now paid by Mr. James Lovatt, as the owner of a house in Sadler-gate, Derby, in the occupation of his brother, Mr. Samuel Lovatt, to the churchwardens of St. Peter's, and a similar sum is paid by him to the churchwardens of this parish. The application of the former sum has been already stated in the account of the charities of St. Peter's. The portion belonging to this parish is laid out by the churchwardens in the purchase of gowns, the number thereof varying according to the price of the materials, but being usually seven or eight, which are given by them, about Christmas, to as many poor women of the parish.

The sum of 140*l.*, given by Mrs. Cundy for the purposes specified in her will, was in 1703 laid out by her executors, as will appear from the following abstract of the purchase-deeds, which were produced to us amongst the documents relating to the charities of this parish.

By Indentures of Lease and Release, bearing date 1st and 2d February 1703, between William Marshall, of the one part, and John Gisborne, William Parker, and William Shardlow, executors of the will of the said Dorothy Cundy, of the other part, reciting the before-mentioned devise of lands to the vicar of St. Werburgh for preaching two annual sermons; and reciting her bequest to her executors of 140*l.*, in trust, to purchase lands of the clear yearly value of 7*l.* or a rent-charge of 7*l.* per annum, for the purposes mentioned in her will; and reciting, that the lands thereafter mentioned were lands of inheritance in fee simple, and estimated to be of the clear yearly value of 7*l.*, and that the purchase thereof was such as would answer the aforesaid trust: It was witnessed, that in consideration of 140*l.*, the said William Marshall conveyed to the said parties of the second part, and their heirs, a close situate at the east end of Hilton Heath, in Hilton or Hardwick, in the county of Derby, called Old Field Close, containing by estimation four acres, and his meadow-ground and doles situate in a meadow in Hilton, called Potlock Meadow, containing by estimation three acres and a half; and his meadow-ground situate in another meadow in Hilton, called the Nether Meadow, containing by estimation one acre and three roods; and three parcels of arable ground situate in a certain field belonging to Hilton, called the Over Field, upon a place or flat there, called Kirk Flat, and containing by estimation one acre; and one other land situate in another field belonging to Hilton, called Portersbalk Furlong, containing by estimation half an acre, and called the Ash-tree Land; and also his other land situate in Hilton, in a field called the Nether Field on Broadmere Shut; in trust, that they should, for ever thereafter, pay and employ the rents and profits of the said premises in manner following, viz. the sum of 5*l.* yearly, on the Feast of St. Michael, to two such of the most indigent poor people inhabiting in Derby, being freemen of the trades or mysteries aforesaid, or the widows of such freemen, as they should appoint; and for want of such appointment, to two such poor freemen, or their widows, as the vicar and churchwardens of the said parish should think fit; and

that the sum of 40*s.*, the remainder of the rents, issues, and profits of the aforesaid premises, should be laid out yearly, for ever, in bread, to be distributed in manner before mentioned, in performance of the will of the said Dorothy Cundy.

Under Mrs. Cundy's will, her executors appear to have been at liberty to lay out the above-mentioned sum of 140*l.*, in the purchase either of lands, or of a rent-charge of 7*l.* per annum; but as in the exercise of their discretion this legacy was laid out in land, which was settled upon the trusts declared by the purchase-deeds, we apprehend that her executors took no beneficial interest under those deeds, and that the objects of the charity of the testatrix were entitled to any increase that might take place in the amount of the rents and profits of the purchased lands beyond the specified yearly sum of 7*l.* As far, however, as we have been able to trace the above-mentioned lands at Hilton, they appear to have been treated as the property of the person having the legal estate therein, subject to a charge of 7*l.* a year, and no more, for the abovementioned charitable purposes.

The estate at the present time belonging to the charity as having been received upon the exchange and inclosure hereinafter mentioned, in lieu of the lands purchased in 1703, are now in the occupation of a tenant of Charles Howard Whitehurst, esq., having been devised in fee to that gentleman by the will of the late Mr. John Vickers, a solicitor of Derby, who died in 1813. Mr. C. H. Whitehurst produced to us the deeds of lease and release by which the lands in question were in 1770 conveyed by John Shardlow (who is described as being the sole executor and heir-at-law of William Shardlow the younger) to John Vickers (the father of the abovementioned John Vickers) and his heirs; to hold to the father and son, and their heirs, in trust for John Vickers the son (who as Mr. Whitehurst informs us was then a minor) and his heirs, to the uses and purposes expressed in the will of Dorothy Cundy.

The following is an abstract of these deeds:

By Indentures of Lease and Release, bearing date 16th and 17th August 1770, between John Shardlow, sole executor and heir-at-law of William Shardlow the younger, deceased, of the first part, John Vickers the elder, fellmonger, of the second part, and John Vickers, the younger, son of the said John Vickers the elder, of the third part, reciting the said bequest of Dorothy Cundy of 140*l.* to her executors, the said William Shardlow, John Gisborne, and William Parker, the said John Shardlow, in consideration of 5*s.* paid by the said John Vickers the elder, and John Vickers the younger, and for divers other good causes and considerations, conveyed to the said John Vickers the elder, and his heirs, a close of land at Hilton, called the Old Field, containing by estimation five acres, and another close at Hilton, called Charity Acre, in the Kirk Flats, containing by estimation three roods, and several parcels of land dispersed in the fields of Hilton, containing by estimation *
more or less, all of which lands were then in the tenure of William Martin, to hold to the said John Vickers the elder, and John Vickers the younger, and their heirs, in trust only for John Vickers the younger, his heirs and assigns, to the several uses, trusts, intents, and purposes thereinbefore mentioned, and in the said recited will of Dorothy Cundy particularly expressed.

* Blank in the original.

It will be observed that this conveyance, which is in an unusual form, does not allude to the purchase-deeds of 1703; and Mr. Whitehurst informs us that until the time of our investigation he was not aware of their existence. In a note to the return made to Parliament from this parish in 1786 it is stated that the heir of the survivor of Mrs. Cundy's executors sold his trust; that John Vickers and his father were appointed trustees, and that the former received the rents of the lands purchased with the sum of 140*l.*, and looked upon them as his own, paying 7*l.* per annum, though the purchase was supposed to have been made for three guineas.

Whether this statement of the sale of the trust by the heir of the surviving executor is correct, or that of the conveyance itself, which purports to have been made for a nominal pecuniary consideration, and other good causes and considerations, but which from the form in which it is drawn does not appear to have been made for the sole purpose of continuing the trusts under Mrs. Cundy's will, it may be now difficult, but we apprehend it is unimportant, to ascertain.

Mr. John Vickers, the son, evidently treated the estate as his own, not only by making it the subject of a devise, but also by making an exchange in 1808

St. Werburgh.

Cundy's Charity,
continued.

with Ashton Nicholas Mosely, esq., of the close called in the deeds of 1703 and 1770 Oldfield Close, for three other closes at Hilton, called the Great Nook, containing 1 A. 3 R., the Slade Shoot, 1 A. 3 R. 22 P., and the Intake 2 R. 36 P. making in the whole 4 A. 1 R. 28 P. This exchange is stated to have been advantageous to the estate of the trust.

The residue of the property consists of three closes, being an allotment made by the award of the commissioners for inclosing the common fields of Hilton in 1781, to John Vickers, as trustee of Dorothy Cundy's charity, and to his heirs and successors, trustees as aforesaid, containing 8 A. 1 R. 11 P. The whole of the lands are now in the occupation of William Bromley, under a lease granted to him by Mr. Charles Howard Whitehurst in 1822, for a term of 21 years, at the rent of 13*l.* per annum, for which lease we are informed that the lessee paid Mr. Whitehurst a fine of 100 guineas. The annual value of the lands is stated to us to be from 1*l.* 10*s.* to 2*l.* per acre.

Since the property came to Mr. Whitehurst under Mr. Vickers's will, the following annual payments have been made on his account, either by his father or his brother, who reside at Derby; viz. to two poor fellmongers or glovers of Derby, 2*l.* 10*s.* each at Michaelmas; the same two persons have of late received this sum every year, there being as it is stated no others at present in the town considered qualified to partake of the charity as being freemen of either of these trades; and for a distribution of bread at St. Werburgh's church on 23d November and on 13th March, on which days the sermons directed by Mrs. Cundy are preached, 20*s.* on each day. The distribution of this bread has usually been superintended by Mr. Whitehurst's father or brother.

In answer to a communication made by us to Mr. Charles Howard Whitehurst, that gentleman has expressed his readiness to give up the lands, and to convey them to trustees, in order that the whole rents and profits thereof may be employed upon the trusts mentioned in Mrs. Cundy's will, provided that the existing lease thereof granted by him is permitted to remain undisturbed.

As, however, we apprehend, from what is stated to us of the annual value of the lands, that they are not worth less than 20*l.* per annum, and as the charity would, under Mr. Whitehurst's proposal, receive only 13*l.* per annum during the next 16 years, it appears to us that either the lands ought to be given up to the trustees, whom it is proposed to appoint, freed from the incumbrance of the lease, or that some compensation should be made by Mr. Whitehurst for the deficiency of the income of the charity during the residue of the term of 21 years, for granting which a fine was paid to him as above stated; and that if an arrangement cannot be made more favourable to the interests of the charity than that which Mr. Whitehurst has proposed, this may be a proper case to be submitted to the consideration of a court of equity, in which event it may be a question whether Mr. Whitehurst ought not to account for the rents and profits of the estate for some portion of the time during which he has been in the enjoyment of them.

FOWLER'S CHARITY.

Fowler's Charity.

By Indenture, bearing date 18th November 1711, between Thomas Allestrey of the first part, William Fowler and four others, of the parish of St. Werburgh, of the second part, and John Bradbury, vicar of the said parish, of the third part, reciting, that *Rebecca Fowler*, sister to the said William Fowler, out of her zeal for the education of the poor children inhabiting within the parish of St. Werburgh, directed in her lifetime that the said William Fowler should, after her decease, bestow upon a purchase of land 116*l.* part of her estate, to be settled for such uses as were thereafter expressed, and that the said William Fowler had contracted with the said Thomas Allestrey for the purchase of a close, to be settled to such uses; the said Thomas Allestrey, in consideration of the said sum of 116*l.* paid by the said William Fowler, granted to the parties of the second part, and their heirs, a close in Alvaston and Boulton, called the Moor Furlong Close, in trust, that the said William Fowler during his life, and after his decease, the surviving trustees and such others as should be elected trustees, should with the rents and profits thereof put to school and educate in the reading of English 14 poor children, which should be inhabiting within the said parish of St. Werburgh, until they could well and distinctly read the Bible, and should find such children necessary books for their schooling, in such sort as should be yearly agreed on by the majority of the trustees; and the said parties of the second part covenanted with the said John Bradbury, and his

his successors, that if any of them should remove from Derby such of them as should so depart should grant to the remaining trustees their estate in the said close; and it was provided that when one or more of the trustees should die, or depart from Derby to dwell elsewhere, the rest of the trustees should from time to time elect others; and it was further agreed, that on the Saturday after Michaelmas-day, the trustees, in the presence of so many of the inhabitants of the same parish as should be present at the said parish church, should make a just account of all such sums and other things as they should have received, disbursed, or done, by reason of the premises; and the trustees were thereby empowered to lease the said close for any number of years not exceeding 20, for the best rent that could be gotten for the same, without fine.

The last appointment of trustees of this charity was made by indentures of lease and release, bearing date 23d and 24th June 1794, between William Fowler of the first part, William Tancred Fowler, John Borrow, the Rev. John Clarke, William Ward and Francis Agard, all of the parish of St. Werburgh, of the second part, and the Rev. Charles Hope, vicar of St. Werburgh, of the third part, whereby the said William Fowler, as the surviving trustee, under a conveyance made in 1743, conveyed to the parties of the second part the said close upon the trusts above mentioned. Of the trustees thus appointed, the Rev. John Clarke and William Ward are the present survivors, but neither of them reside in Derby. It appears therefore proper that new trustees of this charity should be appointed, and that a part of the annual rent should be reserved to provide for the expense of such appointment.

The close, called the Moor Furlong Close, which is stated to contain about seven acres, is now held by ——— Cockayne, as yearly tenant, at a fair rent of 12*l.* per annum.

The rent is received by Mrs. Elizabeth Fowler, who is the widow of William Tancred Fowler, one of the trustees appointed in 1794, and is paid over by her to Mrs. Mary Blackwell, who keeps a school in Bridge-street, Derby, for teaching 14 poor boys and girls of St. Werburgh's parish, the boys to read, and the girls to read and sew.

Mrs. Fowler states that the children are sometimes appointed by her, and sometimes by the vicar of Saint Werburgh's parish, but that of late applications for the admission of children have not been frequent, in consequence of there being opportunities of sending them to the National and Lancasterian schools.

HAUGHTON'S CHARITY.

By Indenture, bearing date 24th October 1729, *Thomas Haughton* granted to William Lockett, clerk, vicar of St. Werburgh's, Derby, John Gisborne, Samuel Crompton, Samuel Fox, and Thomas Roberts, all of St. Werburgh's, and their heirs, three parcels of land, with a newly-erected messuage thereon, called Foulbrook Closes, in the liberty of Little Over, near the Redditch-lane, in the county of Derby, in trust, that they, if they should be all living at the time of the decease of the said Thomas Haughton, should let the said premises for the best rent, and apply the rents and profits thereof towards the putting out apprentice such and so many of the poor children belonging to the said parish, and to such trades and businesses as they should think fit; and that if either of the said trustees should be dead at the decease of the said Thomas Haughton, the survivors should, within three months after his death, elect another person out of the principal inhabitants of the said parish in the room of the person so dying; and that when any of the survivors, or of the persons so elected, or any trustee afterwards chosen should die, the survivors should, within three months, elect another trustee in the room of the person so dying from such principal inhabitants; and it was directed, that in the indentures of apprenticeship it should be specified that such apprentice was put out by the charity of the said Thomas Haughton.

A memorandum indorsed on this deed, dated 22d November 1732, states that the said Thomas Haughton directed that three or four boys of St. Werburgh's parish, from the age of 13 to 18, should be put apprentice by his charity-money to suitable trades for seven or eight years; and for want of such boys, that one or more girls of the same parish, of the ages of 12 or 13 years, should be put apprentice for five, six, or seven years; and that the trust should be kept on foot according to the direction of the deed, and that all charges about the same should be defrayed out of the said estate.

St. Werburgh.

Haughton's
Charity,
continued.

As a vacancy has from time to time occurred in the trustees of this charity a new appointment has been made.

The last appointment was by Indentures of Lease and Release, bearing date 30th June and 1st July 1822, between John Crompton, Samuel Fox, and Richard Leaper, esquires, and the Rev. Frederick Hotham, of the one part, and William Newton, of Derby, esquire, of the other part, but which has not yet been executed by the said Frederick Hotham, purporting to be an appointment by the parties of the first part of the said William Newton as a trustee, in the room of John Leaper Newton, esquire, who died in 1819, and a conveyance of the trust-estate to the said William Newton, and his heirs, to the use of the said John Crompton, Samuel Fox, Frederick Hotham, and William Newton, (the name of Richard Leaper, esquire, being omitted in the declaration of the uses of the deed,) and their heirs, upon the trusts of the above-abstracted indenture of 1729.

Mr. William Newton was not at the time when the last-mentioned deed was made an inhabitant of St. Werburgh's parish, and therefore had not the qualification required by the foundation-deed of the persons from whom the trustees of this charity were to be chosen. The other trustees were inhabitants of that parish at the time of their respective appointments, although they do not now reside in it.

The trust-property consists of a small house, in good repair, and 22A. 2R. 24P. of grass-land, in the occupation of the widow of William Greatorex, as yearly tenant, at the rent of 54*l.* 10*s.* per annum.

The rent of this farm, which from the year 1797 had been 71*l.* per annum, was in 1822 reduced, on the valuation of Mr. Bromley, a surveyor, to its present amount, which is stated to be its fair value; and in the same year a sum of 116*l.* 6*s.* 3*d.* was laid out by the trustees in repairs of the buildings and in draining the lands, and a sum of 5*l.* 5*s.* was paid to Mr. Bromley for a survey of the estate.

In 1732, the farm was let at 25*l.* per annum for three years and a half, but in the following year the tenant was discharged from his lease, and the rent was reduced to 19*l.* In 1758 it was raised to 20*l.*, and in 1772 to 31*l.* About this time a bill was filed by some of the parishioners of St. Werburgh's parish against the trustees, in which, as we are informed, the principal subject of complaint was that the estate was not let for its full value; and in 1777 it was let, under the direction of the Court, at 48*l.* per annum, a sum of 38*l.* being allowed out of the first year's rent for repairs, from which time the rent continued the same until 1797.

The amount of the premium given with each apprentice, from the commencement of the charity to the year 1770, appears to have varied from 3*l.* to 6*l.*, and between 1770 and 1778 from 6*l.* to 8*l.* In 1778 the amount of the premium was raised to 8*l.* 8*s.*, and in 1818 to 12*l.* 12*s.* Applications are made to the trustees on behalf of children of the parish of St. Werburgh, either by their parents, or by the overseers of the poor, and such children, if they are thought proper objects, are thereupon apprenticed. The numbers bound out within the last few years have been as follows:

In 1821	-	-	-	-	-	4
1822	-	-	-	-	-	7
1823	-	-	-	-	-	4
1824	-	-	-	-	-	1
1825	-	-	-	-	-	3

And in March 1826 - - - - - 1

In 1822 a bill of 34*l.* was paid to Messrs. Balguy and Co., solicitors, for preparing the indentures of apprenticeship from 1817 to 1822, at the rate of 1*l.* for each apprentice.

The accounts of this charity have been for a considerable number of years kept at the bank of Messrs. Crompton and Newton, in Derby, the rents being received and the payments made there. In May 1826 there was a balance in the bank in favour of the charity, including the receipt of the rent to the Lady-day preceding, of 85*l.* 7*s.* 5*d.*, and there were at that time several applications on behalf of children to be apprenticed under the consideration of the trustees.

There is a quantity of timber on the Foulbrook Farm, valued by Mr. Bromley in 1822 at 182*l.* 11*s.*, a considerable part of which it is stated might

be advantageously cut. It seems advisable that this should be done, and the produce thereof invested in the public funds, in augmentation of the income of the charity.

St. Werburgh.
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POTTER'S CHARITY.

In one of the benefaction tables in the church it is recorded, that *William Potter* gave 50s. per annum to the poor, which was paid by the parish, and in the Parliamentary Returns of 1786, this gift is mentioned as being 50*l.* vested in the parish officers, but it is not there stated as producing any interest.

Potter's Charity.

We have not been able to find any trace of this charity in the parish-books produced to us, nor to obtain any further information respecting it.

It is also stated in one of the tables, that *John Spateman* in 1729 left 10*l.* for the use of the poor of this parish, but this may probably have been distributed at the time when it was given.

Parish Land.

PARISH LAND.

There is a parcel of land, containing about two acres, in the old meadows, near Derby, subject to the common rights of the burgesses after the crop of hay is taken, which was formerly let at a rent of 9*l.* a year, and is now occupied by the parish. The rents were formerly, and the profits are now, carried to the general account of the overseers of the poor.

We have not been able to ascertain by what means, or at what period, the parish became possessed of this land. In 1726 a lease of it was granted by the then churchwardens and overseers to Thomas Clarkson in consideration of 35*l.* for a term of 21 years, at the rent of 20*s.* per annum.

COUNTY OF DERBY.

HUNDRED OF APPLETREE:	Parish of Duffield— <i>continued</i> .	Parish of Marston-on-Dove:
Parish of Boylstone: Charities of Thomas Allsopp the elder, and Thomas Allsopp the younger. Harpur's charity. Bayley's charity. John Gisborne's charity. Charities of the Challoners.	Chapelry of Belper: Lockoe's charity. Henry Smith's charity. Taylor's charity. Matthew Smith's almshouses. Sims's charity. Gisborne's charity.	Thomas Woolley's charity. Charities of Adam, John, and William Woolley. Pownall's charity. Debanke's charity.
Parish of Bradley: Walker's charity. Gisborne's charity.	Township of Hazlewood: Alfred's charity.	Township of Marston: Heacock's charity.
Parish of Brailsford: Charities of Poole and Labonnel.	Chapelry of Heage: Storer's charity. Ridge's charity. Holland's charity. Gisborne's charity.	Township of Hilton: School. Arthur Harrison's charity. Heacock's charity. Thomas Harrison's charity. Strong lands. John Gisborne's charity.
Parish of Breadsall: School. Johnson's charity. Walton's charity. Walker's charity. Keen's and Bailey's charities.	Chapelry of Holbrook: Lockoe's charity. Potterell's almshouses.	Parish of Marston Montgomery: Lowe's charity. Copestake's charity. Bowyer's charity. Jackson's charity.
Parish of Church Broughton: School. Lands for the repairs of the Church, and the Poor. Woolley's charity. Jackson's charity. Mennell's charity.	Township of Shottle and Postern: Dooley's charity. Charities of Christian, Countess of Devonshire, and William, Earl of Devonshire.	Parish of Mugginton: School. Gisborne's charity.
Parish of Chaddesden: Wilmot's almshouses. Gilbert's charity. Walker's charity. Berrysford's charity.	Chapelry of Turnditch: Walker's charity. Gisborne's charity.	Township of Mercaston: German Pole's charity.
Parish of Cubley: Harpur's charity. Bull's charity.	Township of Windley: Lees's charity.	Parish of Norbury: School. Bill's charity. Greensmith's charity. Copestake's charity. Jackson's charity.
Parish of Dalbury: Dickenson's charity. Hough's charity. German Pole's charity.	Parish of Edlaston and Wyaston: Frost's charity. Calvert's charity. North's charity. Waterhouse's charity. Kirkland's charity.	Parish of Osmaston: Pegge's charity. Kniveton's charity. Gospel Greave close.
Parish of Doveridge: Charities of Madeley and others. Sir Gilbert Clarke's charity. Stubbing's charity. Buxton's charity. Faldering's and Glen's charities. Wall's charity. Burgh's charity. Dance's charity. Bakewell's charity.	Parish of Etwall: Etwall hospital, and Repton free-school. Charities of Edwards and others. Jennings's charity. Saxton's charity. Heacock's charity. School.	Parish of Radbourn: School. German Pole's charity. Mundy's charity. Charity of German and Millicent Pole. Hough's charity.
Parish of Duffield: School.	Parish of Kedleston: Baskerville's charity. Quarndon school.	Parish of Scropton-upon-Dove: Wall's charity.
Township of Duffield: Webster's charity. Potterell's almshouses. Old almshouses. Gisborne's charity.	Parish of Longford: Sir Robert Coke's almshouse. Lady Coke's school.	Parish of Shirley: Edward Pegg's charity. Elizabeth Pegg's charity.
	Township of Hollington: Holme's charity.	Township of Shirley: Goodall's charity.
	Township of Rodsley: Annuity of 20 s.	Chapelry of Yeaveley: Charities of Edward Pegg and Elizabeth Pegg. Calvert's charity.

HUNDRED OF APPLETREE—
continued.

Parish of Snelstone :

Docksey's charity.
Brunt's charity.
Bould's charity.
Norbury school.

Parish of Spondon :

School.
Charities of William Gilbert and others.
Locko's charity.
Daykin's charity.
Cooper's charity.
Gisborne's charity.
Allotment to the Poor.

Parish of Stanley :

Land for Sacramental bread and wine.
Harpur's charity.
West Hallam school.

Parish of Sudbury :

Vernon's charity.
Harestaffe charity.
Noon's and Turton's charities.

Parish of Sutton-on-the-Hill :

Jacson's charity.

HUNDRED OF MORLESTON
AND LITCHURCH :

Parish of Allestree :

Mundy's charity.
Church Lands.

Parish of Aston-upon-Trent :

Mather's charity.
Percival's charity.
Elizabeth Cooper's charity.
Robert Cooper's charity.
Shepperd's charity.

Township of Shardlow :

Charities of Fosbrooke and Burgen.

Parish of Barrow :

Sale's charity for a school.
Sale's charity for the poor.

Chapelry of Twyford and Stenson :

Charity of Harpur and others.

Township of Stenson :

Findern school.

Parish of Crich :

Kirkland's charity.
Rent-charge of 5s.
Gisborne's charity.

Township of Wessington :

Hunter's charity.
Reans's charity.
Hill's charity.

Parish of Dale Abbey :

Smedley's almshouse.
West Hallam school.
Risley school.

Parish of Denby :

School.
Lowe's charity.
Gisborne's charity.

Parish of Egginton :

Bugbury's charity.
Newton's charity.
Egginton and Rolleston church lands.
Parish lands.

Parish of Elvaston :

Piggin's charity.
Wilcox's charity.
Osborne's charity.

Parish of West Hallam :

School.
Powtrel's charity.
Poors lands.
Thompson's charity.
Hickling's charity.
Hodges's charity.
Holbrook's charity.
Gisborne's charity.

Parish of Kirk Hallam :

Gisborne's charity.

Township of Mapperley :

Leaper's charity.
West Hallam school.
Richardson's charity.

Parish of Heanor :

Clark's charity.
Colclough's charity.
Gisborne's charity.

Township of Heanor :

Smalley school.
Richardson's charity.

Township of Codnor and Loscoe :

Tantum's charity.

Parish of Horsley :

Hunter's charity.
Lockoe's charity.
Gisborne's charity.

Township of Horsley :

Shaw's charity.

Township of Horsley Woodhouse :

Ball's charity.
Smalley school.
Richardson's charity.

Parish of Ilkeston :

Flamsteed's charity.
Hunt's charity.
Gregg's charity.
Roe's charity.
Courtman's charity.
Fouljamb's charity.
Smedley's almshouse and charity for teaching poor children.
Day's charity.
Gisborne's charity.

Parish of Langley :

School.
Hough's charity.
Bayley's charity.
Mrs. Cheney's charity.

Parish of Mackworth :

Crowshaw's charity.
Mundy's charity.
Hough's charity.
Stanley's charity.
German Pole's charity.

Parish of Mickleover :

Wade's charity.
Harpur's charity.
Poors money.
Newton's charities.
Gisborne's charity.
German Pole's charity.

Chapelry of Littleover :

Poors land.

Township of Findern :

School.
Erpe's charity.
Donor unknown.

Parish of Morley :

Almshouses.

Township of Morley :

Charities of Mapples and others.
Charities of James and others.

Township of Smalley :

School.
Richardson's charity.
Charities of James and others.
Gisborne's charity.

Parish of Ockbrook :

Piggin's charity.
Potter's charity.
Edward James's charity.
William James's charity.
Johnson's charity.
Gisborne's charity.
Church lands.

Parish of Pentrich :

Gisborne's charity.

Township of Pentrich :

Charities of Christian Countess of Devonshire and William Earl of Devonshire.

Township of Ripley :

Lupton's charity.
Hunter's charity.

Parish of Quarndon :

School.
Mundy's charity.

Parish of Sandiacre :

Charities of Charlton and others.
Risley school.

Parish of Sawley :	Parish of Castleton— <i>continued</i> .	Township of Glossop— <i>continued</i> .
Township of Sawley :	Needham's charity.	District of Bowden Middle- cale :
Hollingworth's charity.	Gisborne's charity.	Trickett's charity.
Hacker's charity.	Chapelry of Edale :	Township of Chinley :
Towle's charity.	School.	School.
Annual sum of 10s. for bread.	Tym's charity.	Charities of Harrison and Carrington.
Risley School.	Champion's charity.	Hamlets of Chinley and Brownside :
Township of Long Eaton :	Bowdon's charity.	Jenkinson's Charity.
Poors Close.	Ashton's charity for books.	Township of Hayfield :
Howit's charity.	Green's charity.	Free-school.
Hollingworth's charity.	How's charity.	John Hague's charity.
Parish of St. Alkmund, Derby :	Cresswell's charity.	Joseph Hague's charity.
Township of Little Eaton :	Hall's charity.	John Bennett's charity.
Parker's charity.	Pursglove's charity.	Edward Bennett's charity
Parby's charity.	Gisborne's charity.	Marriott's charity.
Parish of St. Michael, Derby :	Bray's charity.	Radcliffe's charity.
Chapelry of Alvaston :	Parish of Chapel-en-le-Frith :	Gisborne's charity.
Charities of Gilbert and others.	School.	Chapelry of Mellor :
Parish of Stanton by Dale :	Marchington's charity.	School.
Almshouses.	Bowden head school.	Chatterton's charity.
Poors lands.	Walker's charity.	Gisborne's charity.
Risley school.	Bowden's charity.	Township of Mellor :
Parish of Weston-upon-Trent :	Bradshaw's charity.	Stafford's charity.
Holden's charity.	Dain's charity.	Township of New Mills :
Parish of Willington :	Vernon's charity.	School.
Sudbury rent-charge.	Moseley's charity.	Bowden's charity.
Donor unknown.	Gee's charity.	Radcliffe's charity.
Spilsbury's charity.	Dixon's charity.	Buckley's charity.
John Gisborne's charity.	Gaskell's charity.	Hamlets of Beard, Ollerset, and Thornsett :
Findern school.	Thomas Barber's charity.	Radcliffe's charity.
Parish of Wilne :	Mosley's charity.	Parish of Tideswell :
Church land.	Parish land.	Pursglove's grammar-school and charity for the poor.
Chapelry of Breaston :	William Barber's charity.	Bagshaw's charity.
Charities of Charleton and Jerram.	Wood's charity.	Donor unknown.
Township of Draycott :	Hibbert's charity.	Hodgkinson's charity.
Poors money.	Marshall's charity.	Hammersley's charity.
Chapelry of Risley :	Kirk's charity.	Charities of Rossington and others.
School.	Frith's charity.	Downes's charity.
Charities of Sir Henry Willoughby and others.	Frost's charity.	Gisborne's charity.
Smedley's almshouse.	Radcliffe's charity.	Township of Tideswell :
HUNDRED OF HIGH PEAKE :	Schole's charity.	Mellor's charity.
Parish of Castleton :	Needham's charity.	Robinson's charity.
Whittingham's charities.	Gisborne's charity.	Township of Litton :
Township of Castleton :	Suite's charity.	Cresswell's charity.
School.	Parish of Glossop :	Bagshaw's charity.
Charities of Staveley and others.	Whitfield school.	Township of Wheston :
How's charity.	Hague's legacies.	Newton's charity.
Bray's charity.	Township of Glossop :	Chapelry of Wormhill :
	Glossop school.	School.
	Hague's charity.	Wilkson's charity for bread.
	Gisborne's charity.	Wright's charity.
	Garlick's charity.	Smith's charity.
	Martha Wagstaffe's cha- rity.	Bagshaw's charity.
	Charity of John Wag- staffe, sen.	Gisborne's charity.
	Donor unknown.	
	Charity of John Wag- staffe, jun.	
	Thomas Hadfield's cha- rity.	
	Charles Hadfield's cha- rity.	
	Bennitt's charity.	
	Joseph Bray's charity.	
	Sarah Bray's charity.	
	Doxon's charity.	
	Harrison's and other charities.	
	Bagshaw's charity.	
	Gisborne's charity.	

HUNDRED OF REPTON AND GRESLEY:	Parish of Lullington— <i>continued</i> .	Parish of Smisby:
Parish of Calke:	Township of Coton in the Elms:	Donor unknown.
Ticknall school and hospital.	Clarke's charity.	Parish of Stanton by Bridge:
Parish of Chellaston:	Wagstaffe's charity.	Shepperd's charity.
Herick's charity.	Parish of Measham:	Clarke's charity.
Parish of Croxall:	Monk's charity.	Parish of Stapenhill:
Charities of Allson and Horton.	Charities of Hall and others.	Robinson's charity.
Parish of Foremark and Ingleby:	Hullock's charity.	Cox's charity.
Charities of Mary and Dorothy Burdett.	Charities of William Hill and others.	Jackson's charity.
Parish of Church Gresley:	Donor unknown.	Rhodes's charity.
Adams's charity.	Mrs. Salisbury's charity.	Joyce Cox's charity.
Township of Church Gresley:	Parish of Melbourne:	Parish of Stretton-en-le-Fields:
Donor unknown.	School.	Allen's charity.
Township of Linton:	Greene's charity.	Lost charities.
Donor unknown.	Gray's charity.	Parish of Swarkeston:
Township of Swadlingcote:	Parish of Newton Solney:	Jennings's charity.
Taylor's charity.	Parish of Normanton, by Derby:	Parish of Ticknall:
Parish of Hartshorn:	Babington's charity.	School.
Dethick's charity.	Parish of Repton:	Dame Catherine Harpur's charity.
Hazard's charity.	Free-school.	Hospital.
Stanhope's charity.	Whitehead's charity.	Parish of Walton-upon-Trent:
Poors lands.	Hough's charity.	School.
Gisborne's charity.	Gilbert's charity.	Charities of William and Bridget Bedford.
Parish of Lullington:	Hunt's charity.	Abigail Bailly's charity.
Township of Lullington:	Comings's charity.	Rent-charge of 30s.
Charities of Boylstone and others.	Charities of Mary and Dorothy Burdett.	Bearcroft's charity.
	Church lands.	Charities of Robert Tomlinson and others.

COUNTY OF DERBY.

PARISH OF BOYLSTONE.

CHARITIES OF THOMAS ALLSOPP THE ELDER AND THOMAS ALLSOPP THE YOUNGER.

In a list of the charitable donations entered in an old parish-book it is stated that *Thomas Allsopp*, rector of Hatherne, who died in June 1682, gave by his Will to the poor of Boylstone 16s. per annum, for ever, to be paid out of his farm in the town of Boylstone, to buy 16 dozen of white bread, at 14 to the dozen, to be distributed to the poor of Boylstone as follows, viz. on every Sunday four loaves, on every Christmas-day nine, and on every 20th of May and 5th of November five loaves each.

It is also there stated that *Thomas Allsopp*, rector of Boylstone, son of Thomas Allsopp above mentioned, left to the poor of Boylstone 16s. per annum in bread, to be paid out of the same farm.

The two several sums of 16s. each are paid by George Adams, the occupier of a farm in Boylstone, which was lately his own property, but now belongs to — Clough, esq. The amount thereof, together with 12s. arising from Bayley's charity, hereinafter mentioned, is laid out in bread, which is distributed at the church, a certain quantity being given away every Sunday.

HARPUR'S CHARITY.

John Harpur, by his Will, bearing date 22d February 1686, gave to the poor of Boylstone and Cubley 8s. a year in bread, to be dealt four dozen on Easter-day and four dozen on Christmas-day, to both of them, for ever. And he bequeathed to his kinsman, George Stone, of Boylstone, the sum of 20*l.* to pay the 8s. a year to Boylstone poor, and the 8s. a year to the poor of Cubley, and the further sum of 3*l.* for the overseeing of the same.

Boylstone.

Charities of
Thomas Allsopp
the elder, and
Thomas Allsopp
the younger.

Harpur's Charity.

Boylstone.
 Harpur's Charity,
continued.

The yearly sum of 8*s.* given by this donor for the benefit of the poor of Boylstone, is paid by Robert Stone, esq. of Rolleston Park, in the county of Stafford, and the amount is laid out in bread, which is distributed to the poor on Christmas-day and Easter-day.

BAYLEY'S CHARITY.

Bayley's Charity.

In the Parliamentary Returns of 1786 it is stated that — Bayley gave land, then vested in a person of the same name, and producing 12*s.* a year, for bread to the poor of this parish.

An estate in this parish, which belonged to the family of Bayley, has been lately purchased by John Broadhurst, esq. and the yearly sum of 12*s.* is paid by his tenant, and is laid out in the purchase of bread, which forms part of the weekly distribution above mentioned.

JOHN GISBORNE'S CHARITY.

John Gisborne's
 Charity.

The particulars of this charity, under which a poor person of this parish is entitled to a gown or coat yearly, are fully detailed in a former part of this Report, under the head of St. Werburgh, Derby.

CHARITIES OF THE CHALLONERS.

Charities of the
 Challoners.

William Challoner, jun. who died in 1675, by his Will bequeathed to the poor of this parish the sum of 5*l.* to be in some convenient way secured by his executors, the interest thereof to be laid out in bread, and given every Christmas-day by the overseers of the poor and the churchwardens for the time being. He also gave the sum of 4*l.* to be secured, and the interest thereof yearly to be bestowed in repair of the church.

Robert Challoner, by his Will, bearing date 6th December 1703, gave to the poor of the parish of Boylstone the sum of 6*l.* the same to be in some convenient way secured by his executor, and the interest thereof yearly to be bestowed in bread, and given every New Year's-day, for ever, by the overseers of the poor and the churchwardens for the time being.

It appears from an entry in the parish-book above mentioned that John Challoner, who died in 1705, gave six dozen of bread, for ever, to be dealt to the poor of Boylstone every Christmas-day.

Nothing is now known as to any of these three gifts.

PARISH OF BRADLEY.

WALKER'S CHARITY.

Bradley.
 Walker's Charity.

John Walker, by his Will, bearing date 12th September 1691, after certain devises, gave all the rest of his lands and tenements lying in Turnditch, or Hazlewood, to William Hawford, and his heirs, subject to the payment of 20*s.* per annum to the curate or minister of Turnditch chapel, and his successors; 20*s.* per annum to the poor of Turnditch and Cowhouse-lane; 20*s.* per annum to the poor of Bradley; and 20*s.* per annum to the poor of Hulland, for ever.

All the above-mentioned annual sums are now paid by Mr. William Statham, as the owner of two fields, containing about 28 acres, called the Long Leys and the Little Leys, in the chapelry of Turnditch, in the parish of Duffield.

The yearly sum of 20*s.* belonging to this parish, is received by the churchwardens of Bradley, and distributed about Lady-day amongst poor widows thereof not receiving relief.

GISBORNE'S CHARITY.

Gisborne's Charity.

By indenture, bearing date 6th December 1817, between the Rev. Francis Gisborne, of Staveley, in the county of Derby, of the one part, and the Hon. Philip Pleydell Bouverie, the Rev. Edmund Outram, the Rev. John Bossley, and the Rev. Thomas Field, of the other part, reciting that the said Francis Gisborne, wishing to establish a fund for providing flannel and coarse woollen cloth for the poor of the several rectories, vicarages, curacies and chapelries mentioned in a schedule thereunder written, being one hundred in number, had invested 13,500*l.* in the purchase of 16,167*l.* 13*s.* 4*d.* three per cent. consolidated Bank annuities, in the names of the said parties, of the second part, to the intent that they might stand possessed thereof, upon the trusts thereafter declared; it was witnessed, that for declaring the trusts of the said stock, it was agreed that the said parties of the second part, their executors, &c. should stand possessed

possessed thereof, on trust, that they should yearly receive the dividends, and after retaining sufficient to satisfy the expenses incurred in the execution of the trust, should pay the residue yearly, amongst the rectors, vicars, curates, or ministers, or, in case of their absence, the churchwardens of the several rectories, vicarages, curacies and chapelries, in such shares as the said parties of the second part, or the trustees for the time being, should think proper, but so that no rector, vicar, curate or minister, should have more than 5*l.* 10*s.* in any one year. And the said Francis Gisborne directed that each rector, vicar, curate or minister, should apply the share of the dividends yearly paid to him in the purchase of flannel and coarse Yorkshire woollen cloth, and should, in his discretion, at Christmas, yearly, distribute the same among such of the poor residing within the parish in which his rectory, vicarage, curacy or chapel should be situate, whether they should or should not have received the benefit of parochial relief, and whether they should have obtained a legal settlement therein or not, in such shares as to the said rector, &c. should seem expedient. And he also directed, that as often as by the death or removal, or refusal to act, of any trustee, the number should be reduced to two, the survivors should nominate other persons to be trustees, the archdeacon of Derby for the time being to be one, notwithstanding there should be three other acting trustees, unless he should refuse to act; and that transfers of the said stock should be made accordingly.

The Schedule referred to in this deed contains the names of the following places :

Ashborne, Vicarage.
 Ashover, Rectory.
 Alfreton, Vicarage.
 Ashford to Bakewell, Perpetual Curacy.
 Atlow to Bradborne, Perpetual Curacy.
 Bonsall, Rectory.
 Bakewell, Vicarage.
 Buxton, Perpetual Curacy.
 Bradley, Rectory.
 Bradborne, Vicarage.
 Barlbrough, Rectory.
 Barlow, Perpetual Curacy.
 Beighton, Vicarage.
 Bentley, Rectory.
 Blackwell, Vicarage.
 Brassington, Perpetual Curacy.
 Bolsover, Vicarage.
 Belper, Perpetual Curacy.
 Baslow to Bakewell, Perpetual Curacy.
 Beeley to Bakewell, Perpetual Curacy.
 Ballidon to Bradborne, Perpetual Curacy.
 Brimington to Chesterfield, Perpetual Curacy.
 Brampton, Perpetual Curacy.
 Castleton, Vicarage.
 Carsington, Rectory.
 Chesterfield, Vicarage.
 Chapel-en-le-Frith, Perpetual Curacy.
 Clowne, Rectory.
 Crich, Vicarage.
 Chelmorton to Bakewell, Perpetual Curacy.
 Derwent, Perpetual Curacy.
 Darley, Rectory.
 Dethick, Perpetual Curacy.
 Denby, Perpetual Curacy.
 Dronfield, Vicarage.
 Dore to Dronfield, Perpetual Curacy.
 Duffield, Vicarage.
 Edale to Castleton, Perpetual Curacy.
 Eckington, Rectory.
 Elmtun, Vicarage.
 Eyam, Rectory.
 Elton to Youghreave, Perpetual Curacy.
 Edensor, Perpetual Curacy.
 Fairfield, Perpetual Curacy.
 Glossop, Vicarage.
 Hartington, Vicarage.
 Hathersage, Vicarage.

Hartshorn, Rectory.
 Heage to Duffield, Perpetual Curacy.
 Hope, Vicarage.
 Hault Hucknall, Vicarage.
 Heath, Vicarage.
 Heanor, Vicarage.
 Hayfield to Glossop, Perpetual Curacy.
 Horsley, Vicarage.
 Hognaston, Rectory.
 Holmesfield to Dronfield, Perpetual Curacy.
 Ilkeston, Vicarage.
 Kirk Ireton, Rectory.
 Kniveton, Perpetual Curacy.
 Kirk Hallam, Vicarage.
 Killamarsh to Eckington, Perpetual Curacy.
 Longstone to Bakewell, Perpetual Curacy.
 Matlock, Rectory.
 Mellor to Glossop, Perpetual Curacy.
 Morton, Rectory.
 Mugginton, Rectory.
 Monyash to Bakewell, Perpetual Curacy.
 Middleton Stoney to Hathersage, Perpetual Curacy.
 Mickleover, Vicarage.
 North Wingfield, Rectory.
 Norton, Vicarage.
 Normanton Temple to Chesterfield, Perpetual Curacy.
 Ockbrook, Perpetual Curacy.
 Peakforest, Perpetual Curacy.
 Pleasley, Rectory.
 Pinxton, Rectory.
 Pentrich, Vicarage.
 Parwich to Ashborne, Perpetual Curacy.
 Shirland, Rectory.
 South Normanton, Rectory.
 Spondon, Vicarage.
 Sterndale to Hartington, Perpetual Curacy.
 Scarcliffe, Vicarage.
 South Wingfield, Vicarage.
 Sutton-cum-Duckmanton, Rectory.
 Sheldon to Bakewell, Perpetual Curacy.
 Smalley to Morley, Perpetual Curacy.
 Tideswell, Vicarage.
 Tibshelf, Vicarage.
 Taddington to Bakewell, Perpetual Curacy.
 Turnditch to Duffield, Perpetual Curacy.

Bradley.

Gisborne's Charity,
continued.West Hallam, Rectory.
Wirksworth, Vicarage.
Whittington, Rectory.
Whitwell, Rectory.Wormhill, Perpetual Curacy.
Winster to Youlgreave, Perpetual Curacy.
Wingerworth, Perpetual Curacy.
Youlgreave, Vicarage.

The said Francis Gisborne by his will, bearing date 7th May 1818, and proved in the Prerogative Court of Canterbury, after making various bequests, directed that all the residue of his personal estate should be divided into three equal parts, one part whereof he gave to the trustees of the infirmary at Sheffield, another part to the trustees of the infirmary at Derby, and the remaining third part to the said Philip Pleydell Bouverie and the other trustees above mentioned, upon the same trusts as were declared concerning the before-mentioned sum of 16,167*l.* 13*s.* 4*d.* three per cent consols; and he appointed Edmund Antrobus, esq. executor of his will.

The said Francis Gisborne died in July 1821, and his executor, Mr. Antrobus, divided the residue of his personal estate according to the directions of the will; in respect of the third part thereof appropriated to this charity, he transferred 4,083*l.* three per cent consolidated annuities, and 2,643*l.* three per cent reduced annuities, into the names of Mr. Bouverie and the Rev. Mr. Field; and also paid to them 116*l.* 14*s.* 5*d.* in money, their two co-trustees being then dead.

By an indorsement on the above-abstracted deed of 1817, bearing date 20th November 1823, the Rev. Samuel Butler, Archdeacon of Derby, and the Rev. Thomas Hill, were appointed trustees by the survivors, in the room of the two deceased trustees, and the trust-stock was transferred accordingly.

The total amount of the stock given by the said deed and will is 20,250*l.* 13*s.* 4*d.* three per cent consols, and 2,643*l.* three per cent reduced annuities, and the annual amount of the dividends is 686*l.* 16*s.* 3*d.*, but the annual payments of 5*l.* 10*s.* to each of the hundred places mentioned in the schedule to the deed of 1817 amount only to 550*l.*

The dividends are received by Messrs. Bouverie and Lefevre, bankers in London. In the month of November yearly a printed letter in the names of the trustees is transmitted to the incumbent of each place entitled to a share of the charity, containing a statement of the objects thereof, and the form of a receipt for the sum of 5*l.* 10*s.*, which is detached from the letter by the minister, and signed by him, and upon the production of the receipt at the house of Messrs. Bouverie and Lefevre the sum mentioned in it is paid.

After taking credit for all the payments due from the charity to Christmas 1825, there remained in the hands of Messrs. Bouverie and Co. a balance of 329*l.* 9*s.* 5*d.*

The trustees have lately presented a petition to the Court of Chancery, praying for a reference to one of the masters of the court, to approve of a scheme for the disposal of the surplus income beyond the amount limited by the donor for each place.

The mode in which the several sums are bestowed in the respective places, (included in the present Report,) will be found in the account of the charities of each place.

In the parish of Bradley the annual sum of 5*l.* 10*s.* is expended by the curate in the purchase of flannel, which he distributes amongst the most deserving poor thereof.

PARISH OF BRAILSFORD.

CHARITIES OF POOLE AND LABONNEL.

Brailsford.

Charities of Poole
and Labonnel.

In the Parliamentary Returns of 1786 it is stated that *Elizabeth Poole*, by her Will, in 1698 gave 20*l.*, and that the Rev. *Samuel Labonnel*, by his Will in 1714, gave 20*l.* to the poor of this parish, which sums were vested in 1786 in *S. Morley*, the interest amounting to 1*l.* 12*s.* per annum.

A Board in Brailsford Church states that the interest of these two sums ought to be distributed at Easter and Christmas.

These sums were at the time of our investigation in the hands of Mr. Joseph Morley, a farmer of Brailsford, at 4½ per cent interest, amounting to 1*l.* 16*s.* per annum; but it did not appear that any bond or note had been given for them. We recommended that they should be placed on some proper security.

Of

Of the interest, one moiety is paid at Easter, and the other moiety at Christmas, and each moiety is distributed by the minister and churchwardens amongst poor persons of the parish, according to lists prepared by the minister, in sums usually of 2s. to each.

Brailsford

PARISH OF BREADSALL.

SCHOOL.

On a Table of Benefactions in the parish church of Breadsall it is stated that the Rev. *John Clayton*, who appears to have been the rector in 1745, bequeathed 200*l.* for teaching poor children of the said parish to read and say their catechism.

Breadsall.

School.

In respect of this legacy there is now standing in the names of the late Daniel Parker Coke and Thomas Lowe, esqs. 346*l.* 18*s.* 4*d.* 3 per cent consolidated Bank annuities; the dividends, amounting to 10*l.* 8*s.* a year, are received through the bank of Messrs. Crompton and Co. Derby, by a master, who keeps school in a house which was erected in 1788 on the waste belonging to Sir Henry Harpur, lord of the manor, at the joint expense of Sir Henry Harpur and the parishioners. For this income he teaches sixteen poor children of the parish, who are appointed by the Rev. J. Dewe at the desire of the trustees Mr. Lowe and the late Daniel Parker Coke, esq. No charge is made for their instruction in reading and the church catechism, but if they learn writing or accounts, they pay the same as other scholars. The school-house is kept in good repair, partly by the schoolmaster himself, but principally at the expense of the parish.

JOHNSON'S CHARITY.

On the Table of Benefactions it is also stated, that *Anne Johnson*, of the parish of St. Sepulchre, London, gave a close or parcel of ground commonly known by the name of Bastead Orchard, with the appurtenances, to the churchwardens and overseers of the poor of Breadsall, in trust, that the said churchwardens and overseers for the time being should pay the rents and profits thereof unto and amongst such poor widows who should respectively have been the wife of one husband, and of the age of threescore years, each widow receiving the whole rent for one year only, and so successively one widow after another; and in case there should not be any such widows then living within the said parish, she directed that during such time, and no longer, the said rents and profits should be distributed by the said churchwardens and overseers to and amongst such poor fatherless girls as should be then living there.

Johnson's Charity.

The close, containing 8 A. 3 R. 17 P. is let by the churchwardens and overseers, and is now in the occupation of Samuel Porter the younger, as yearly tenant, at a fair rent of 10*l.*

A widow, qualified according to the directions of the donor, is appointed every Lady-day by the churchwardens and overseers, and she receives from them the amount of the rent for that year, by quarterly payments. Until very lately the rent was paid to the widows by the tenant, but in consequence of some complaints of the irregularity of the payment, the churchwardens and overseers undertook the trouble of collecting it, and paying it over to them.

WALTON'S CHARITY.

The Rev. *John Walton*, archdeacon of Derby, by his Will, bearing date 19 May 1603, gave 40*l.* after the decease of his wife, to be set out and ordered by the succeeding parsons of Breadsall, where he was then parson, with the churchwardens and four of the substantiallest men of that parish, for the best benefit and relief of the poorest sort of people within that parish.

Walton's Charity.

It is supposed that this legacy was laid out in or towards the purchase of certain premises in Spondon, which, as will appear from the following indentures, have been lately sold, and the produce laid out in the purchase of other premises in Breadsall.

By indentures of lease and release, bearing date 9th and 10th June 1825, between Anne Bailey of the first part; Thomas Dunncliffe, of the second part; Francis Radford, Henry Merry, John Morley and Samuel Rowbotham,

K 4

churchwardens

Breadsall.
Walton's Charity,
continued.

churchwardens and overseers of Breadsall, of the third part; Benjamin Frear, of the fourth part; and the said Francis Radford, Henry Merry, John Morley and Samuel Rowbotham, and Samuel Porter and George Garrett, of the fifth part; reciting a mortgage for 2,000 years made by the said Anne Bailey to the said Thomas Dunncliffe of the premises thereafter mentioned, for the sum of 250*l.* bearing date 12th February 1819; and further reciting, that at a vestry held on the 1st of June 1824, it was agreed that the churchwardens and overseers of Breadsall should be empowered to sell two pieces of land belonging to the poor of the said parish, situate in the parish of Spondon, and containing 3*A.* 2*R.* 20*P.*, and with the produce thereof to purchase the messuage and premises thereafter mentioned; and that the said churchwardens and overseers had agreed with Jacob Osborne, esq. for the sale of the said lands in Spondon for 380*l.* 12*s.* 6*d.*; and further reciting, that the said churchwardens and overseers had expended the sum of 30*l.* 12*s.* 6*d.* in the repairs of the said messuage and premises; and that it had been agreed at a vestry, that as the sum of 380*l.* 12*s.* 6*d.* was insufficient for the intended purchase, the said churchwardens and overseers should be empowered to raise the sum of 60*l.* by mortgage thereof; and that the said Benjamin Frear had agreed to advance such sum upon having a mortgage for a term of 2,000 years limited to him. It is witnessed, that in consideration of the sum of 250*l.* paid to the said Thomas Dunncliffe, 160*l.* to the said Anne Bailey, and 30*l.* 12*s.* 6*d.* to the said Francis Radford and others, parties of the fifth part, of which several sums 60*l.* was paid by the said Benjamin Frear, the said Thomas Dunncliffe and Anne Bailey, according to their respective interests, conveyed to the said Francis Radford and others, parties of the fifth part, and their heirs, a messuage, cottage or tenement, with the out-buildings, garden and appurtenances thereto belonging, situate in Breadsall, and containing by estimation 1*A.* 2*R.* 0*P.* to the use of the said Benjamin Frear, for the term of 2,000 years, subject to a proviso for redemption, on payment of 60*l.* with interest at 5 per cent, and subject thereto upon the same trusts and purposes for the benefit of the poor of the parish of Breadsall, as the said pieces of land in Spondon were then lately held; and it was provided, that when any of the trustees should die or be desirous to be discharged, or become incapable of acting, the churchwardens and overseers for the time being might by deed nominate or substitute any other fit person or persons in his or their places, and that the premises should be conveyed to them accordingly.

The lands in Spondon, previously to the sale thereof, were let at 7*l.* a year, which was considered a good rent.

The Premises lately purchased are let at good rents, as follows:

	£.	s.	d.
Benjamin Slater, a house and garden	6	—	—
William Durdon, d ^o	3	—	—
John Roome, d ^o	3	—	—
John Porter, lands unoccupied by buildings, containing about one acre and a quarter	3	—	—
	£.	15	—

The sum of 8*l.* is reserved annually to pay off the debt due to Mr. Frear, and 7*l.* being the amount of the rent of the premises which were sold, is distributed on St. Thomas's-day, with Walker's and other charities hereafter mentioned.

WALKER'S CHARITY.

Walker's Charity.

Anthony Walker, as stated on the table of benefactions, by his Will, bearing date 15th November 1714, devised a parcel of land, called Stonebark, lying in the liberty of Darley, to the poor of Breadsall, in order to buy 12 two-penny loaves to be distributed every Sunday, throughout the year, to 12 of the poorest people, such as the churchwardens and overseers should think proper; and he directed that what spare money there should be in the churchwardens hands, should, once in the year, be distributed to sick or lame people in the said parish.

The property belonging to this charity consists of four closes, containing 13*A.* 2*R.* 26*P.*, situate on the south side of the road leading from Matlock to Darley,

Darley, and a small inclosure cut off from one of the fields by the said road, and lying on the north side thereof, containing 0 A. 2 R. 2 P.

These premises are let to Samuel Tudor, as yearly tenant, at a fair rent of 24*l.* per annum, and the small piece of land on the north side of the road is now in the occupation of C. Arkwright, esq. who pays a small rent in respect thereof to Samuel Tudor.

It is supposed also that a slip of land containing 0 A. 2 R. 19 P. formerly a lane running from the above-mentioned closes to the river Derwent, belonged to the charity. The fences which formerly divided this lane, on both sides from the adjoining lands, are now grubbed up, and there is only a single fence running nearly in the same line, dividing the adjoining lands, which are the property of ——— Simpson, esq. It seems doubtful, however, whether the charity is entitled to the land itself, or merely to a right of way to the river.

Out of the above-mentioned rents 24 threepenny loaves are purchased and given to the poor at the church every Sunday throughout the year, and the residue, with the sum of 7*l.* arising from the preceding charity, and 2*l.* from the charities next mentioned, is distributed annually by the churchwardens on St. Thomas's-day, in sums varying from 1*s.* to 3*s.* amongst sick and lame people, and other poor persons not receiving parochial relief.

KEEN'S AND BAILEY'S CHARITIES.

It is further stated on the table of benefactions, that *William Keen* bequeathed 30*l.* the use thereof to be paid yearly to the poor of Breadsall; and that *John Bailey* bequeathed 20*l.* for the same purpose.

The amount of the two last-mentioned legacies was deposited in a bank at Derby, which failed nearly 50 years ago, the sum of 46*l.* was, however, recovered. This sum was afterwards placed in the hands of an individual, who failed about 1814, but the whole of the principal was repaid, and it was then carried to the account of the parish, and a memorandum was entered in the parish-book, acknowledging the receipt of the money, and stating that 2*l.* per annum was to be allowed out of the rates as the interest thereof. The yearly sum of 2*l.* is paid accordingly, and distributed with Walker's charity as before mentioned every St. Thomas's-day.

Breadsall.

Walker's Charity,
continued.

Keen's and Bailey's
Charities.

PARISH OF CHURCH BROUGHTON.

SCHOOL.

By an Act of Parliament passed in the 13 Geo. 3, for dividing and inclosing the open fields, &c. in the manor of Church Broughton, It was enacted, that the commissioners should in the first place set out a parcel of ground which had several years before been taken off the commons and waste grounds, and set out, by the consent of the lord of the manor and freeholders there, for the use and benefit of a schoolmaster, to reside in Church Broughton, for teaching poor children of the said manor, to William Duke of Devonshire, John Dimott, clerk, Joseph Eld, Francis Fox, John Moore, and Daniel Jackson, their heirs and assigns, in trust, and for the benefit of a schoolmaster, to be appointed by them, their heirs and assigns, to teach and instruct 20 poor children within the said manor in useful learning.

By the award of the commissioners, bearing date 17th March 1775, they set out to the said William Duke of Devonshire, and the other parties above named, their heirs and assigns, in trust, for the benefit of a schoolmaster to be appointed by them for the purposes in the said Act mentioned, a parcel of land, called the School Piece, marked in the map thereto annexed as No. 67, containing 19 A. 0 R. 16 P.

Of the land set out under the award, a part, containing about 7 A., is a gorse cover, and 12*l.* a year is now paid as a rent for it by Mr. Chamberlayne, of Derby, as agent for the gentlemen who hunt in that part of the country; till lately the rent of 7*l.* 7*s.* was paid. It is stated, that this land might be let somewhat higher for agricultural purposes. The rest of the land is let to Thomas Marshall, as yearly tenant, at the rent of 18*l.*, which appears to be a fair rent.

Of the trustees named in the award, Daniel Jackson is the only survivor; but the Duke of Devonshire, the Vicar, William Wilkes, as the owner of the property formerly belonging to John Moore, and John Crompton, esq. as the

Church Broughton.
School.

Church Broughton.

School,
continued.

purchaser of the property formerly belonging to Joseph Eld and Francis Fox, have been considered as trustees. The present master was appointed in 1802 by such of the original trustees as were then living, and the persons then representing or possessing the property of such as were dead.

The rents above mentioned are received by the schoolmaster clear of all deductions, and he keeps school in a building containing one room, against which he has built another small room on some waste land adjoining, at an expense of about 27*l.*, of which he paid 17*l.* himself, and 10*l.* was paid by the trustees, being the produce of some gravel that had been sold.

On account of the income above mentioned the master instructs all the children of the poor of the parish who apply, and has generally above the number prescribed by the Act of Parliament; they are taught reading, writing, and accounts, without any charge. For the children of such as are in better circumstances he makes his own charge. The school has been usually kept in repair out of the constable's account.

LANDS FOR THE REPAIRS OF THE CHURCH AND THE POOR.

Lands for the re-
pairs of the Church
and the Poor.

On a Table of Benefactions in the parish church there is the following inscription: "Item, there is also given for the repairs of this church, and if the church does not want repairing, to the poor of this parish (according to the best information,) a quantity of ground now in the tenure of Charles Buxton, of this parish, let for 4*l.* 2*s.* per annum; where it lies, and how it bounds, is inserted in the parish-book."

This inscription probably refers to an account of the particulars of the church land, entered without any date in an old parish-book, which was produced to us. In these particulars, there is mentioned,

1. Butter-hill Close, containing about 5*A.*, shooting south on Mr. Moore's Wood Close, and lying to the Dark-lane, east.

2. Four lands in Mrs. Webster's Upper Cote Close, in the occupation of Thomas Flackett, two of the said lands lying next to Joseph Forster's Sutton-hill Closes to the east, and the other two lands abutting on the former two, then set at 3*s.* 4*d.* a year.

There are also mentioned 11 other parcels of land, then in the open fields, which have been since inclosed under the Boylstone Inclosure Act passed in 1773.

By the award of the commissioners, a piece of land in the Cote Field, marked in the map No. 48, and containing 7*A.* 0*R.* 7*P.* was allotted to the churchwardens of Church Broughton, and their successors for the time being, in satisfaction of all their rights of common and other interest in the lands thereby inclosed.

The Butter-hill Close above mentioned, containing about 5*A.*, with the allotment set out upon the inclosure, is in the occupation of William Jackson, under a lease granted to him by the vicar and churchwardens, for the term of 21 years from Lady-day 1824, at the rent of 18*l.* It is stated that the land is impoverished by bad management, but that if it were properly cultivated it would be worth at least 22*l.* a year.

The four lands in Mrs. Webster's Upper Cote Close contain about an acre, they are in the occupation of Samuel Adams, the tenant of John Crompton, esq., the owner of the rest of the field: 7*s.* 6*d.* is paid yearly by the tenant to the churchwardens, but the lands are claimed by Mr. Crompton as his own property, subject to a fixed payment to that amount. The parish accounts show that the same rent has been paid at least from the year 1758; it does not appear what the rent was previously thereto, as, though the accounts commence in 1730, the rents of all the church-lands are entered together in one sum until the year 1758. Under these circumstances it seems very doubtful whether the parish can establish any claim to the land itself.

The above-mentioned rents have been carried to the churchwardens account for the last three years, and before that time to the general parish-account of the church and the poors rates, one book only having been kept. No part of the rents have hitherto been distributed to the poor, though the expenses of the repairs of the church have not, upon an average, exceeded 5*l.* per annum. It seems, however, that the residue, after providing for the repairs of the church, ought to be distributed to the poor.

WOOLLEY'S CHARITY.

On the Table of Benefactions, which bears the date of 1728, it is stated, that *William Woolley* (who also gave 40*s.* a year for preaching four sermons, viz. on Christmas-eve, Easter-eve, Whitsun-eve, and the Saturday before Michaelmas) gave by his Will 20*s.* a year for ever to the poor of this parish, to be distributed in bread on Christmas-eve, by the vicar and churchwardens.

Church Broughton.
Woolley's Charity.

The two sums of 40*s.* and 20*s.* are paid annually by the tenant of John Harrison, esquire, of Snelstone, as a charge upon his estate.

The sum of 20*s.*, together with 10*s.* arising from Jackson's charity, is laid out in bread, and given amongst the poor on Christmas-eve; 10*s.* is also added thereto from the overseers accounts. This payment commenced about five years ago, and was made for the purpose of extending the distribution to all the poor who applied.

JACKSON'S CHARITY.

On the same Table it is stated, that *Henry Jackson*, by his Will, bearing date 25th June 1690, gave the sum of 10*s.* a-year for ever to be paid out of an estate in Roston (then in the possession of Henry Jackson, of Barton Blount), to be laid out in twenty sixpenny loaves, and to be distributed on St. Thomas's-day by the churchwardens, and some one of his relations.

Jackson's Charity.

The sum of 10*s.* is paid by Mr. Francis Calvert, as the agent of George Thomas Whitgrave, esquire, the owner of an estate in Roston, now in the occupation of Thomas Campion, and is disposed of in bread, as stated under the preceding head.

MENNELL'S CHARITY.

On the same Table it is stated, that *Lydia Menne!!* gave 10*s.* a year, to be distributed in fourpenny loaves every Good Friday, payable by her executor Mr. Joseph Brinley and his executors.

Mennell's Charity.

We have not been able to obtain any further information as to this donation, nothing having been received in respect thereof for many years.

PARISH OF CHADDESSEN.

WILMOT'S ALMSHOUSES.

In our account of the Charities of the borough of Derby, in a preceding part of this Report, we have given an abstract of the Will of *Robert Wilmot* the elder, of Chaddesden, dated in 1638, whereby he founded ten almshouses at Derby, and six almshouses at Chaddesden, and directed that his eldest son Robert should, out of the rents of lands at Chaddesden thereby given to him, pay to four men and two women, to be placed in the almshouses at Chaddesden, by his said son Robert, and his heirs, 12*d.* a-piece weekly, and should make to each of them the same allowances as he had before limited to the poor people in the almshouses at Derby, viz. at Christmas yearly a gown, or 10*s.* in lieu thereof, three yards of linen cloth, at 12*d.* a yard, and a dinner, or 8*d.* in lieu thereof; to each of the poor men once in two years a cap of the price of about 2*s.*, and should repair the said six almshouses at Chaddesden as often as need should require.

Chaddesden.

Wilmot's
Almshouses.

We have also given an abstract of an award made in 1729, by two Commissioners of Charitable Uses, relating to the almshouses at Derby and Chaddesden, in which it is stated, that Isaac Borough, esquire, then paid towards the maintenance of the poor in the almshouse at Chaddesden, an annual sum of 15*l.* 12*s.* This payment, being the amount of 1*s.* a week for each of the almspeople, is derived from the will of Robert Wilmot, of Chaddesden, bearing date 2d November 1671, who gave 400*l.* to be laid out in land by his executors, Robert Wilmot, Nicholas Wilmot, and Dorothy Robey, and settled for the payment of 12*d.* a week a-piece for ever, to every of the six poor people which then were or thereafter should be in the almshouse in Chaddesden, as an addition to their former pay.

By Indenture, bearing date 4th October 1675, between Francis Marshall and Richard Knight, of the first part, the above-mentioned Robert Wilmot and Nicholas Wilmot, and Thomas Robey, esq. and Dorothy his wife, of the second part, and John Beardsley, clerk, Thomas Robey the younger, Thomas Fox, Thomas Dalby, Thomas Stable, Francis Cockaine, William Kniveton, John Carter, William Leaper, and John Steere, of the third part, reciting the last-

Chaddesden.

Wilmot's
Almshouses,
continued.

mentioned will, the said parties of the first part, in consideration of 400*l.* paid by the said Robert Wilmot, Nicholas Wilmot, and Dorothy Robey, to the said Thomas Robey, in pursuance of an indenture, bearing date 3d October 1675, made between Sir Nicholas Wilmot, Robert Wilmot, and Elizabeth his wife, of the first part, and Ann Eardley, and four others, of the second part, the said Thomas Robey and Dorothy his wife, of the third part, and the said Francis Marshall and Richard Knight, of the fourth part, and to the intent that a security might be made of the charitable use according to the intent of the will of the said Robert Wilmot, esq. and that the executors might perform the trust reposed in them concerning the said charitable use, the said Francis Marshall and Richard Knight, by the appointment and at the request of the said Robert Wilmot, Nicholas Wilmot, Thomas Robey, and Dorothy his wife, demised to the said John Beardsley and nine others, their executors, &c. a third part of certain closes or pastures called the Darwin Field and the Rye Flat, and a third part of a close called the Gallows Pasture, or the great Gallows Close, which said premises were situate in Litchurch, and which third part thereof, together with other lands, were theretofore purchased by the said Sir Nicholas Wilmot of Viscount Mansfield and others, to hold the said third part to the said John Beardsley and others, for a term of 2,000 years, in trust, for the payment and satisfaction of the said charitable use, in such manner as was expressed by the will of the said Robert Wilmot; and that the residue of the profits of the said premises, over and above what should discharge the said charitable use, should be paid to the said Thomas Robey and his heirs; and it was agreed, that if there should be default in the performing of the said charitable use by the said Thomas Robey and his heirs, the said John Beardsley and nine others should stand possessed of the said premises during the said term, in trust for performing the said charitable use, but that the said Thomas Robey and his heirs should enjoy the said premises, discharging the said charitable use, it being the intent of the said deed that the said Robert, Nicholas, and Dorothy, should take no advantage thereby beyond the securing of the discharge of the said charitable use. A proviso is inserted in this deed for the appointment of new trustees when their number should be reduced to three, but it does not appear that any renewal of this trust has ever taken place.

The three closes mentioned in this deed were, by indentures of lease and release, bearing date 11th and 12th January 1713, amongst other lands, conveyed by Edward Robey and Sir John Harpur to Isaac Borough, esq.; and in the covenant against encumbrances in that conveyance there is excepted an annual payment of 15*l.* 12*s.* arising out of one third part of the said three closes by 12*d.* a week to the six inhabitants of the almshouses at Chaddesden, the money wherewith the said annual rent was purchased having been given by the will of the said Robert Wilmot in 1671.

In performance of the directions of the will of the first-mentioned Robert Wilmot, the founder of these almshouses, Sir Robert Wilmot, bart. the present owner of the Chaddesden estate, pays 6*s.* per week towards the support of the poor inhabitants thereof, and to each of them at Christmas, yearly, 10*s.* in lieu of a gown; 3*s.* in lieu of linen cloth; and 8*d.* in lieu of a dinner; no caps are given to the almsmen.

The almshouses are kept in repair by Sir Robert Wilmot.

In respect of the addition made to the pay of the almspeople by the will of Robert Wilmot, in 1671, and the deed of 1675, Thomas Borough, esq. the grandson of the above-mentioned Isaac Borough, pays 6*s.* a week towards the support of the almspeople; but for the convenience of the parties, three of them receive a weekly sum of 2*s.* from Sir Robert Wilmot, and the other three the same amount from Mr. Borough.

Mr. Borough has sold the Gallows Close, but he is still in possession of the Darwin Field and the Rye Flat. Should it however become necessary, recourse may be had to any of the fields charged with the above-mentioned payment.

The almspeople are nominated by Sir Robert Wilmot. No direction was given by the founder as to the place from whence the inhabitants of these almshouses were to be selected, but the persons appointed have been usually parishioners of Chaddesden. At the time of our investigation there were four men and one woman belonging to these almshouses, a vacancy having occurred a few days before by the death of one of the almswomen.

In the appointments to these almshouses, and to those at Derby, derived from the same founder, a similar practice has existed of frequently nominating persons to receive the allowances without requiring them to reside in the houses appropriated to them. We have already observed that this practice appears to us incorrect; and Sir Robert Wilmot states that it shall be discontinued.

Chaddesden.

Wilmot's
Almshouses,
continued.

GILBERT'S CHARITY.

By Indenture, bearing date 7th December 1680, *Henry Gilbert*, of Locko, esq. (in performance of the Will of *Thomas Gilbert*, concerning a legacy of 20*l.* by him given for purchasing land of the value or rent of 20*s.* per annum, so as 20*s.* might be distributed amongst 20 poor persons of Chaddesden every Christmas-day in the church of Chaddesden), granted and enfeoffed to *Henry Gilbert*, his son and heir, *Robert Wilmot*, *Thomas Corbayn*, *Robert Rowland*, and *Robert Walker*, and their heirs, a house, barns, buildings, garden, orchard, and two acres and a half of pasture called Nine Oaks, in the liberty of Chaddesden, in trust, for the payment of 20*s.* of the rents of the said premises by the said trustees and their heirs, amongst 20 of the most indigent persons of Chaddesden, in the church of Chaddesden, every Christmas-day for ever, according to the intent of the said will. And it was thereby declared, that the said trustees and their heirs should for ever pay to the said *Henry Gilbert*, the party of the first part, and his heirs, the surplusage, if any should be, of the rents and profits of the said premises, after paying the said 20*s.*

Gilbert's Charity.

This annual sum of 20*s.* is now received by the overseer of the poor of Chaddesden from *William Drury Lowe*, of Locko, esq. out of a house and croft in Chaddesden, and is distributed on Christmas-day, in the church, after service, to 20 poor persons of the parish.

WALKER'S CHARITY.

Robert Walker, by his Will, bearing date 20th April 1705, gave to his niece, *Ann Middleton*, and her heirs, his close called Stone Flat Pingle, in Chaddesden, towards paying for the schooling of three poor boys, born or bred at Chaddesden, to be successively nominated by his executrix, the said *Ann Middleton*, and her heirs for ever, viz.; to each boy the yearly pension of 8*s.* per annum, to be continued to every boy for the space of five years only, and then another to be admitted in his room, such boys to be from time to time deprived of the said pension for their stubbornness or unaptness to learn, at the discretion of his executrix and her heirs; and after making certain other bequests, he gave all the residue of his lands, tenements, and hereditaments to *Ann* and *Elizabeth Middleton*, daughters of his said niece.

Walker's Charity.

An annual sum of 12*s.* arising, as is supposed, from this donation, was previously to the year 1792 paid by the tenant under *Hugh Bateman*, esq. of a piece of land called Nether Wilridding, containing about half an acre, to *Mr. William White*, who had been appointed by the inhabitants of Chaddesden schoolmaster of that parish about 10 years before. In 1792 an inclosure of the common lands of this parish took place, and by the award of the commissioners an allotment was made to *Mr. White*, as schoolmaster of Chaddesden, of a piece of land containing 3*r.* 37*p.* situate in Riley Field, in lieu of all his rights and interests, as such schoolmaster, in the lands inclosed, and also in lieu of four leys, part of Nether Wilridding, which lately belonged to the said *William White*, as schoolmaster, and were given by him to *Mr. Hugh Bateman*, in exchange for land late the property of the said *Hugh Bateman*, included in the said allotment. After the inclosure, *Mr. White* entered into possession of the land thus allotted to him, as schoolmaster, and has held it, together with the residue of the field called Riley Field, being his own property, to the present time. He continued schoolmaster till 1806, and in respect of this allotment instructed three poor children of Chaddesden in reading. Since that time he has paid 1*l.* 4*s.* per annum to *Mr. John Burton*, who succeeded him in the situation of schoolmaster, and who for a few years after his appointment taught three children to read in respect of this annual payment, but of late years only two have been so taught by him. These children have been appointed by the above-mentioned *Mr. William White*, who is the steward of *Sir Robert Wilmot*, bart., and have usually been allowed to remain in the school as long as their parents have thought fit.

Chaddesden.
Walker's Charity,
continued.

A tablet erected in Chaddesden church in 1817 states the annual sum of 1*l.* 4*s.* as being a perpetual payment to Chaddesden school out of the above-mentioned allotment, but this is clearly incorrect, as the schoolmaster for the time being is under the commissioners award entitled to the land allotted, and not to any specific payment out of it. The tablet also states that the payment was for the education of two poor boys of the parish, to be appointed by Sir Robert Wilmot and his heirs, and the churchwardens of Chaddesden. This also is not in conformity with the donor's will, which directed that three children should be educated, to be nominated by his niece and her heirs. In default of such nomination, the mode of appointment mentioned in the tablet may not be an improper substitution for it.

A difference of opinion existing between Mr. White and Mr. Burton, as to the annual value of the allotment, we recommended that Mr. White should give up the possession of the land to Mr. Burton, at Lady-day 1827, unless he could make an agreement with him for the future occupation of it.

The schoolmaster teaches the above-mentioned two children, and the two orphans instructed in respect of Berrysford's charity hereinafter mentioned, together with other poor children of the parish (the expense of whose instruction is defrayed by Sir Robert Wilmot) in a part of the church of Chaddesden, separated from the body thereof by a wall. He also occupies a house at Chaddesden to which the following deed relates.

Robert Wilmot, esquire, by Deed, bearing date 16th April 1737, in order that a school-house might be erected in the town of Chaddesden, granted for ever to the said town a piece of ground, being a part of a yard called Stamford's Old Yard, next to the church-yard of Chaddesden, containing 15 feet in breadth, the length reaching from the end of the almshouses to the barn, then in the possession of John Goodwin, the said piece of ground being to be parted from the remaining part of the said yard by a brick wall, at the charges of the inhabitants of Chaddesden, upon which piece of ground there were built two bays of building for a school-house, and also for a schoolmaster to dwell in, by subscription of Mr. Wilmot, his tenants, and the inhabitants, and others who had estates in the said town. And the said Robert Wilmot not being then seised of the said piece of ground, it being part of the jointure of his mother, but being minded that it should be transferred to the use aforesaid for ever, agreed with the inhabitants of Chaddesden, and their successors, that he, after the death of his mother, would, at the request of the said inhabitants, and at their costs, make sufficient conveyances thereof to trustees, on such conditions as should be devised by counsel, so that it might be conveyed to the use of the school as aforesaid, for ever.

It does not appear that any more formal conveyance of the site of this school-house was ever made in pursuance of the grantor's agreement to that effect.

The schoolmaster's house which adjoins the almshouses was at the time of our inquiry (May 1826) in a bad state of repair, but it was proposed by Sir Robert Wilmot and the parishioners to repair it, the former undertaking to pay one half of the expense thereof.

BERRYSFORD'S CHARITY.

Berrysford's
Charity.

John Berrysford, by his Will, bearing date 22d March 1813, gave the interest of 600*l.* stock, in the three per cent. consols, to the vicar and churchwardens, and their successors, of the parish of Chaddesden, to be applied to the poor widows and fatherless children of that parish, the greatest objects that could be found there. And he also gave to the said vicar and churchwardens, and their successors, the rents and profits of his freehold house, No. 29, Cambden-street, Walworth, to be applied to the same purposes.

The sum of 600*l.* three per cent. consols, mentioned in the donor's will, was by the payment of the legacy-duty reduced to 540*l.* stock, which is now standing in the names of the Rev. John Fleming St. John, the vicar of this parish, and two others, who were churchwardens at the time of the transfer made to them.

The dividends thereof, amounting to 16*l.* 4*s.* per annum, are received half yearly by Mr. St. John, and are paid over by him to one of the churchwardens, by whom they are applied in the following manner.

1. A weekly

1. A weekly allowance of 1s. each is paid to two poor widows of the parish, of whom one is an inhabitant of Wilmot's almshouses before mentioned, and both receive relief from the parish.

2. A distribution is made twice in the year by the vicar and churchwardens amongst all the other poor widows belonging to the parish, whether residing in it or not, of 4s. or 5s. to each.

3. An annual sum of 2l. is paid to the parish schoolmaster for teaching two orphan children of the parish to read; an allowance of 2s. is also made to him on their account, for firing.

4. Clothes are also provided out of this fund for poor orphans of the parish when they are placed out in service.

The accounts of this charity are kept by one of the churchwardens, and are occasionally submitted to the vicar, and signed by him.

At Christmas 1825 there was a balance in favour of the charity of 3l. 7s. 8d. in the hands of Mr. William Morley, one of the churchwardens.

The devise of the house at Walworth being void by the statute of 9 Geo. 2. c. 36, no benefit was derived from it to this parish.

Chaddesden.

Berrysford's
Charity,
continued.

PARISH OF CUBLEY.

HARPUR'S CHARITY.

The particulars of *John Harpur's* Will, dated in 1686, whereby he gave 8s. a year to the poor of this parish in bread, to be dealt four dozen on Easter-day and four dozen on Christmas-day, have been already stated in the account of the charities of Boylstone.

The annual sum of 8s. is now received in respect of this charity by the churchwarden from Robert Stone, esq. of Rolleston Park, Staffordshire. It is united with the annual sum of 10s. received from Bull's charity hereinafter mentioned, and one moiety of the whole is distributed on Easter Sunday, and the other moiety on Christmas-day, at the church, after divine service, in three-penny loaves, amongst poor persons of the parish.

Cubley.

Harpur's Charity.

BULL'S CHARITY.

By indenture, bearing date 1st August 1708, *Robert Bull, Anne Bull* his wife, and *Joseph Bull* his son and heir, in consideration of 14l. and of a sum of 10s. to be laid out in bread, and given yearly to the poor of the parish of Cubley for ever, at the two feasts of Easter and Christmas, granted and enfeoffed to William Bowyer, and his heirs, a close called the Breach Field Intack, in the parish of Roston, or Norbury, or one of them, in the county of Derby, which the said Robert Bull had purchased of Thomas Hawksworth; and the said William Bowyer thereby covenanted with the grantors, their heirs, &c. and with the churchwardens and overseers of the poor of Cubley, and their successors for the time being, to give yearly for ever 10s. to the poor of Cubley, to be laid out in bread, and distributed in the church or church-yard of Cubley on the two feasts above mentioned.

Bull's Charity.

A memorandum, dated in 1757, and signed by G. Fletcher, then rector of Cubley, on a counterpart of this deed produced to us by the churchwarden, states, that in a deed of feoffment from William Bowyer to John Massey, of Roston, a sum of 10s. a year was reserved for the poor of Cubley, to be paid out of the rent of the ground named in the deed of 1708.

This annual sum of 10s. is now paid by William Turner, of Roston, the occupier of a farm there, which is stated to have been formerly the property of Mr. John Massey.

PARISH OF DALBURY.

DICKENSON'S CHARITY.

George Dickenson, by his Will, bearing date 2d June 1638, and proved in the Prerogative Court of Canterbury, gave to nine of the poorest householders in Dalbury 20s. yearly for ever, to be paid amongst them forth of the messuage which Francis Mainshaw held of him by lease.

Dalbury.

Dickenson's
Charity.

Dalbury.

Dickenson's
Charity,
continued.

Anthony Spendlove is the present owner of the property charged with this annual sum of 20s. which is situate in Dalbury, and formerly consisted of a house and garden, but on which several houses have been built within the last few years.

The sum of 20s. is distributed annually about Christmas by Mr. Spendlove amongst nine poor persons of Dalbury, nearly in equal sums.

HOUGH'S CHARITY.

Hough's Charity.

For many years past the following annual sums have been paid to the parish officers of Dalbury, Langley, Mackworth, Markeaton, and Radbourn, for the poor of those places, in respect of about 11 acres of land in the parish of Kniveton in this county, as the gift of *Peter Hough*, viz:

							£.	s.	d.
To	Dalbury	-	-	-	-	-	-	13	4
	Langley	-	-	-	-	-	1	-	-
	Mackworth	-	-	-	-	-	-	13	4
	Markeaton	-	-	-	-	-	-	13	4
	Radbourn	-	-	-	-	-	1	-	-
							£.		
							4	-	-

These payments have latterly been made by Mr. Edward Cooper, of Ashborne.

We found that in some of the places partaking of this charity an impression existed that the poor were entitled to the whole of the rents and profits of the lands at Kniveton, and not merely to fixed annual payments out of it; and we were informed that a lease thereof for a long term, at the rent of 4*l.* per annum, was formerly granted by certain persons, as trustees of this charity, to one Richard Allen, whose son, John Allen, underlet the land to William Bridgewood, at the yearly rent of 2*l.* 6*s.* in addition to the before-mentioned payments to the several parishes, amounting to 4*l.*; that after the death of John Allen the above-mentioned lease, which had been in his possession, was obtained from his widow by one Humphrey Mousley, and sold by him to Mr. Edward Cooper, who was let into possession of the land by Bridgewood; and that the land was at the time of our investigation occupied by Francis and George Daniels, as yearly tenants to Mr. Cooper, at the rent of 11*l.* 10*s.* per annum.

An application having been made to Mr. Cooper, we have obtained from him a copy of the lease in question, and the following is an abstract of it.

By lease, bearing date 9th June 1732, between German Pole, of Radbourn, esquire, Wrightson Mundy, of Markeaton, esquire, Godfrey Meynell, of Meynell Langley, esquire, and William Fowler, of Dalbury, gentleman, of the one part; and Richard Allen, of Bentley, yeoman, Mary his wife, and John Allen, son of the said Richard Allen and Mary his wife, of the other part; the said German Pole, and other parties of the first part, in consideration of the rents and covenants thereafter mentioned, demised to the said Richard Allen, his executors, administrators, and assigns, "all those several closes or parcels of land lying and being in the parish of Kniveton, in the said county of Derby, commonly called the Roe Field Closes, and now or late in the possession of the said Richard Allen," to hold to the said Richard Allen, his executors, &c. from 25th March then last for the term of 99 years, if they the said Richard Allen, Mary his wife, and John Allen, or any of them, should so long live, yielding and paying yearly during the first 10 years of the said term to the said German Pole and the other parties of the first part, their heirs and assigns, the rent of 3*l.* 10*s.* on the Feast-day of St. Thomas the Apostle in every year, clear of all deductions, in trust, to be disposed of in manner thereafter mentioned; and also yielding and paying during the remainder of the said term of 99 years, determinable as aforesaid, to the said German Pole and others, their heirs and assigns, the rent of 4*l.* on the same Feast-day, clear of all deductions; in trust, that the said German Pole, Wrightson Mundy, Godfrey Meynell, and William Fowler, their heirs and assigns, should, yearly, pay and dispose, on Christmas-day in every year, a fourth part of the said reserved rents to the poor of Radbourn, a sixth part thereof to the poor of Markeaton, another sixth part to the poor of Mackworth, another fourth part to the poor of Meynell Langley and

and Kirk Langley, and another sixth part to the poor of Dalbury, "it being apprehended that the aforesaid demised lands were formerly given by one Peter Hough for the uses and charity above mentioned."

This lease, which contains a clause of re-entry in case of non-payment of the rent, and covenants from Richard Allen to pay the rent and to repair the fences, and a covenant from the lessors for quiet enjoyment during the term determinable as aforesaid, was executed by German Pole and William Fowler only.

A person of the name of Peter Hough, supposed to have been the donor mentioned in this lease, was buried at Kirk Langley in 1689. Searches have been made for his will at Doctors Commons, and at Lichfield, but it has not been found; and it seems probable, from the manner in which his gift is alluded to in the lease, that at the time of granting it the lessors were not in possession of any authentic document relating thereto. The will of a Peter Hough, described as being of Sutton, in this county, was proved at Lichfield in 1701, but it contains no charitable donation.

The survivor of the four persons who granted the lease of 1732 appears to have been German Pole, esquire, who died in 1765, and we are informed that Edward Chandos Sacheverell Pole, of Radbourn, esquire, is his heir-at-law, as being the great-grandson of Edward Pole, the brother of German Pole. John Allen, the son of Richard Allen, and the survivor of the three persons on whose lives this lease was determinable, died in 1800; and we apprehend that Mr. Cooper, when he purchased the lease, could not but have been aware that the interest which had been granted by it had ceased.

William Bridgewood, at the time when he occupied the land, which then consisted of five fields on one side of a lane, and a close of about three roods on the other side, resided in a small house on the premises, composed partly of mud. We are informed that Mr. Cooper, having obtained possession of the land, pulled down the mud-house, and threw down the fences, thus laying the five fields into one, which he occupied for some years as corn-land, and afterwards laid it down in grass; and that about four years ago he let it to the present occupiers, at the rent of 11*l.* 10*s.* Mr. Samuel Shaw, the present churchwarden of Dalbury, states, that in his opinion the land in its present state is worth 12*l.* per annum.

Having applied to Mr. Chandos Pole to know whether he, as the heir of the surviving trustee of the charity, would consent to act in the administration of this trust, we are informed by that gentleman that he is ready to concur in any measures which may be thought best for the charity; and he suggests that Francis Mundy, of Markeaton, esquire, and Godfrey Meynell, of Langley, esquire, should be appointed trustees to act with him, both of them being willing to do so.

An application has also been made by us to Mr. Cooper, to give up the possession of the land to Mr. Chandos Pole, as the trustee thereof, to which no answer has yet been received. If he should refuse to give it up, it will be necessary to institute proceedings against him for the recovery of the land, in which case it may be a question whether he ought not be called upon to account for the full profits thereof for some years past. When possession shall be obtained, it seems proper that Mr. Chandos Pole should appoint as his co-trustees the two above-mentioned gentlemen, together with some respectable land-owner at Dalbury, and convey the trust-premises to them jointly with himself; that the land should be let by them for its fair value; that the expenses of the appointment of trustees, &c. should be paid out of the accruing rents; and that when these expenses are discharged, the whole clear rents should be distributed to the poor of the above-mentioned places in the proportions specified in the lease of 1732.

GERMAN POLE'S CHARITY.

The particulars of this charity, in respect of which the parish of Dalbury is entitled to one sixth part of the clear rents of an estate in Marston Montgomery, now let at 100*l.* per annum, for putting out an apprentice annually, or for the poor, in case there should be no boy or girl to be so placed out, will be found in a subsequent part of this Report, amongst the charities of the parish of Radbourn.

Dalbury

Hough's Charity,
continued.

German Pole's
Charity.

PARISH OF DOVERIDGE.

CHARITIES OF MADELEY AND OTHERS.

Doveridge.

Charities of Made-
ley and others

A list of the charitable donations to this parish, dated in 1753, and signed by the minister and churchwardens, is entered in the churchwardens book, in which it is stated, that *Thomas Madeley* in 1640 left 10*l.*, the interest to be dealt on Good Friday; that *Robert Worden* in 1657 left 10*l.* the interest to be dealt on St. Thomas's-day; and that Mrs. *Elizabeth Scott* in 1696 left 10*l.* the interest to be dealt on the Thursday next before Christmas-day.

Ralph Moseley, by his Will, bearing date 28th June 1714, and proved at Lichfield, gave 10*l.* for the raising of 10*s.* yearly to be applied to the use of the poor of Doveridge; and directed his executor to pay into the hands of the overseers of the poor of Doveridge, the said sum of 10*l.* to be by them put out and secured by bond or mortgage, or purchase of lands, for the raising of 10*s.* yearly, to be applied by the overseers of the poor of Doveridge for ever.

It is stated in the Parliamentary Returns of 1786, that the above-mentioned donations, amounting in the whole to 40*l.* (except 5*l.* which had been lost by the insolvency of Nathaniel Mott) were laid out in the purchase of a house. There are now two houses, and there is also a bakehouse, which was let with one of the houses at 3*l.* per annum, and this rent was distributed to the poor on St. Thomas's-day, until about five years ago, when the bakehouse being much out of repair was rebuilt at an expense of nearly 40*l.* which was paid in the first instance by the overseer of the poor. The rent of these premises, which was in 1822 increased to 7*l.* and in 1825 lowered to 4*l.* 10*s.* per annum, has been applied towards the discharge of the debt thus incurred, together with the interest of Mrs. Bakewell's charity hereinafter mentioned; and at the time of our investigation (July 1826) the whole of this debt had been liquidated, and there was a balance of 1*l.* 0*s.* 6*d.* which had been paid by the late overseer to the churchwarden on account of this charity. But the tenant of these premises had quitted them at the Midsummer preceding, and the dwelling-house being in want of repairs remained unoccupied, the bakehouse being at that time let to a weekly tenant; the other of the two houses, which is small, has been for many years inhabited by a pauper of the parish, rent-free; but it has been agreed that from Lady-day 1826 he shall pay an annual rent of 30*s.* for it. This house is also in want of repair.

It is intended that when these repairs shall have been done, and the expense thereof paid, the rents, subject to any charges for future repairs, shall be distributed yearly to the poor on St. Thomas's-day.

SIR GILBERT CLARKE'S CHARITY.

Sir Gilbert
Clarke's Charity.

By Indenture, bearing date 13th March 1681, Sir *Gilbert Clarke*, knt., granted to Thomas Gilbert, Richard Robinson, John Bladen, and John Prattey, churchwardens and overseers of the poor of Doveridge, and their successors, a yearly rent-charge of 20*s.*, to be issuing out of a close called the Intack, lying in the Kibbage Field of Doveridge, then in the occupation of the said Sir Gilbert Clarke, for the term of 1,000 years, to the intent that they should distribute the same every Easter-day, in the morning, amongst 20 of the most indigent poor people that for the time being should be residents inhabiting within the said parish of Doveridge.

This rent-charge of 20*s.* is paid to the churchwardens by the honourable Charles Butler Clarke, as the owner of a field called the Intack, in the Kibbage Field, now in the occupation of William Minors; it is not distributed on Easter Sunday, but is, together with 20*s.* arising from Stubbing's charity, 6*s.* 8*d.* from Buxton's charity, 16*s.* from Faldering's and Glen's charities hereinafter mentioned, and also a portion of the money at the celebration of the Sacrament, and occasional sums from private donations, applied by the churchwardens in a distribution of bread to the poor of the parish on St. Thomas's-day, and on two or more Sundays shortly after Christmas. All these sums are carried to one account. The bread is given in half-peck and quartern loaves after service at the church.

On St. Thomas's-day 1824 the churchwardens distributed 3*l.* in bread, and 5*s.* in money, and on St. Thomas's-day 1825, 3*l.* 3*s.* in bread, being rather more than the amount of the permanent charities. In the former instance there were three, and in the latter two, subsequent distributions of bread.

STUBBING'S CHARITY.

In the before-mentioned list of charitable donations, it is stated that *Richard Stubbing*, of West Broughton, left by Will 20*l.*, the interest to be distributed on St. Thomas's-day yearly, for ever; and that he charged a piece of land, called Woolley's Meadow, lying in the liberty of West Broughton, with the payment thereof.

The annual sum of 20*s.*, in respect of this charity, is now paid by Lord Vernon, out of a farm in West Broughton in this parish, in the occupation of William Littlewood.

Doveridge.

Stubbing's Charity.

BUXTON'S CHARITY.

In the same list it is stated, that *Thomas Buxton*, of Doveridge, gave by his Will 20 fourpenny loaves of bread, to be dealt on St. Thomas's-day, and charged his house in Doveridge, formerly Gilbert's, with the same.

The annual sum of 6*s.* 8*d.*, in respect of this donation, is now paid by Lord Waterpark, out of a house and croft in Doveridge, in the occupation of John Kemp.

Buxton's Charity.

FALDERING'S AND GLEN'S CHARITIES.

In the same list it is stated, that *Margery Faldering*, of Sedshall, gave by Will in 1685, 5*l.* the interest to be dealt in bread on St. Thomas's-day; and that the Rev. *Luke Glen* gave by Will 10*l.*, the interest to be distributed on Good Friday.

Faldering's and
Glen's Charities.

It is further stated, that the interest of Mrs. Faldering's gift of 5*l.*, and Mr. Glen's of 10*l.*, being 16*s.*, was paid between Mr. Isaac Dance and Mr. Henry Wilkinson, of Doveridge, the former paying 9*s.* and the latter 7*s.*, according to their respective purchases of the estate of the said Luke Glen.

The annual sum of 9*s.* is now paid by Mr. Thomas Robotham, as the owner of a farm in Doveridge, formerly the property of Isaac Dance, and that of 7*s.* is paid by Lord Waterpark, who purchased a house and about four acres of land, formerly the property of Henry Wilkinson.

The application of the income of these and the two preceding donations has been stated in the account of Sir Gilbert Clarke's charity.

WALL'S CHARITY.

It is stated on a tablet in the church, that *Humphrey Wall*, (who appears to have died in 1713,) left, out of his estate in Doveridge, 1*s.*, to be distributed in twelve penny loaves every Sunday for ever.

Wall's Charity.

In respect of this donation 12 penny loaves are sent every Sunday to the church by John Savage, the owner and occupier of a house and about 20 acres of land in Doveridge, which formerly belonged to Humphrey Wall, and are distributed after service to 12 poor persons of the parish.

BURGH'S CHARITY.

An entry in the churchwardens book states that Mrs. *Mary Burgh* gave by her Will 40*l.*, the interest thereof to be distributed at Christmas in every year to the poor of Doveridge, and that her will was dated in 1772, and proved at Lichfield in 1784 by her son Richard Burgh, who in 1785 paid the sum of 40*l.* to the Rev. John Fitzherbert, vicar of Doveridge, in trust for the poor of that parish.

Burgh's Charity.

The Rev. Henry Stokes, the present vicar of Doveridge, informs us that having succeeded Mr. Fitzherbert in that vicarage in 1785, he received the above-mentioned sum of 40*l.*, and gave his promissory note for it, on which he paid interest for four or five years; after which, on application being made to him, he paid over the principal sum to Mr. Francis Turner, then churchwarden, and his note was given up, but that he is unable to state in what manner this sum was afterwards disposed of.

We are also informed by the Honourable Henry Manners Cavendish, one of the present churchwardens, that searches have been made amongst the parish papers, and also amongst Lord Waterpark's documents, but that no further trace can be found of the application of this legacy. There is a school at Doveridge, which, from a date on the building, appears to have been erected in 1787, and a schoolmaster's house, which was added at a subsequent period. 100*l.* was given by Sir Henry Cavendish towards providing the school, and there were other subscriptions for the same purpose; and it is supposed that

Doveridge.

Burgh's Charity,
continued.

Mrs. Burgh's legacy was applied towards building the master's house. If this conjecture be well founded, the application of it was incorrect, as it was given to provide for a distribution to the poor at Christmas.

The above-mentioned school-buildings are repaired by the parish, and are in good condition.

DANCE'S CHARITY.

Dance's Charity.

Isaac Dance, by his Will, bearing date 4th November 1786, and proved at Lichfield, reciting that he had in the hands of the Right honourable Sir Henry Cavendish, bart. the sum of 100*l.* at 4 per cent. interest, gave the said 100*l.* to the said Sir Henry Cavendish, and his heirs, and the vicar of Doveridge for the time being, for ever, upon trust, to pay yearly 40*s.* of the interest thereof to his brother, William Dance, for life, and the other 40*s.* to the widow of his brother, James Danee, for her life, and, after the death of either of them, upon trust, to pay and apply the 40*s.* given to the one first dying, yearly, for ever, for the encouragement of psalmody in the parish-church of Doveridge, by having a proper person to instruct young persons in singing, or by purchasing books proper for their instruction, as his said trustees should think proper; and after the death of the survivor of his brother and his sister-in-law, in trust, to pay the other 40*s.* yearly, for ever, towards the support of a schoolmaster for teaching poor children within Doveridge. And he directed that the said 100*l.* should remain in the hands of the said Sir Henry Cavendish, and his heirs, for ever, at 4 per cent. if he or they should think proper to keep the same, but if they should be inclined to pay in the same, that it should be put out to interest, upon the best security, and for the best interest that could be got for the same, in the name of the said Sir Henry Cavendish, and his heirs, and the vicar of Doveridge, for the time being, for ever, and that the interest thereof should be applied and equally divided, yearly, for ever, for the purpose of teaching psalmody, and towards the support of a schoolmaster, as aforesaid.

The 100*l.* given by Isaac Dance is now in the hands of Lord Waterpark, at 4 per cent. interest, of which 2*l.* is paid to a schoolmaster, who resides in the schoolhouse mentioned in the above account of Burgh's charity for the instruction of the church-singers, and the other 2*l.* is paid to him as schoolmaster. No children are expressly taught in respect of the last-mentioned sum, but the master teaches twenty-five children, for whose instruction he is paid by Lord Waterpark, and he has other scholars.

BAKEWELL'S CHARITY.

Bakewell's Charity.

Lucy Bakewell, widow, by her Will, bearing date 6th April 1798, gave to Thomas Hart and John Morris 40*l.* upon trust, that they, or the survivor of them, his executors, &c. should either lay out that sum in or towards the building a public charity-school at Doveridge, or pay and distribute the same unto and amongst such poor inhabitants of the parish of Doveridge aforesaid, and in such shares and proportions, as the said trustees, their executors, &c. should think proper.

The Hon. Henry Manners Cavendish informs us, that this sum of 40*l.* is now in his hands, for which he has given his promissory note, dated in December 1822, bearing interest at 4 per cent. previously to which time the money was in the hands of his father, Lord Waterpark. In Mr. Cavendish's note, this sum of 40*l.* is stated to have been given by Mary Burgh, the application of whose legacy, as we have before mentioned, is not clearly accounted for; but Mrs. Cavendish informs us that this was a mistake in the note, and that he apprehends there is no doubt but that the sum thereby secured arose from Mrs. Bakewell's, and not from Mrs. Burgh's donation.

The interest of this sum, being 1*l.* 12*s.* per annum, has been for some years past applied in the reduction of the debt incurred in repairing the bakehouse hereinbefore mentioned in the account of the charities of Madeley, and others. It appears to us that this was an incorrect mode of disposing of the interest, and that it ought in future to be distributed annually to the poor.

PARISH OF DUFFIELD.

SCHOOL.

Duffield.

School.

1. *Lands at Turnditch, &c.*—At a court holden for the manor of Duffield-Frith, 21st June, 7th Elizabeth, William Gilbert surrendered a cottage, with the

the lands and closes thereto belonging, in the tenure of William Harrison, and a close in Cow-house lane, in the tenure of Richard Bradfield, with the appurtenances, in Turnditch and Cowhouse-lane, to the use of John Curzon, Thomas Curzon, John Brookshaw, Nicholas Hall, jun. and Anthony Bradshaw, and their heirs, for the finding, providing, and sustaining an honest and learned man at the chapel at Turnditch, or elsewhere, within Duffield Frith, to teach and instruct boys in honest and pious discipline and literature.

Duffield.

School,
continued.

By Indenture, bearing date 20th July, 28 Elizabeth, between the said John Curzon, Thomas Curzon, John Brookshaw, and Anthony Bradshaw, described as antient feoffees of a certain messuage, lands, tenements and hereditaments in Turnditch and elsewhere, in Duffield Frith, commonly called the School Lands, of the one part, and Francis Cockerham, and 19 others, then appointed new feoffees, with the consent as well of the said old feoffees as of the whole parishioners of Duffield interested in the said school-lands, of the other part; It was witnessed, that as well for the better establishing, confirmation and perpetuity of the said lands, &c. to be employed to the godly and necessary end and purpose to bring up youth in virtue and learning by use of a school in Duffield, as the same had been of long time before usually employed, according to the effect of a decree made touching the same in the court of Duchy Chamber, bearing date 18th June then last, as for the more orderly and convenient disposing of the said lands, and the rents and profits thereof, to the said good purpose of education of children at school as aforesaid, it was covenanted and agreed, by and between the parties thereto, with such consent as aforesaid, that the said John Curzon and others, the old feoffees, should surrender the said premises to the use of themselves and the said new feoffees, to the intent that they should demise the same for any terms not exceeding 21 years, in possession, at such yearly rents as should be appointed by the said feoffees, or the more part of them, to the use of a school to be kept in Duffield for and towards the teaching and education of such and so many children as the said feoffees, their heirs, &c. should yearly order, nominate and appoint; and it was also agreed, that the said rents and profits should not be employed or laid out to any other use or purpose saving to the use of the said school; and that if at any time such school should be unprovided or destitute of a schoolmaster worthy of the same by the judgment of the more part of the said feoffees, the said rents and profits should during such time be safely kept in the hands of such honest person as they should appoint, towards the hiring or payment of another schoolmaster as occasion should serve; and that the said feoffees should do their best endeavours from time to time, as need should require, as well to provide an honest, learned and meet schoolmaster for that place and purpose, as also to reform, avoid and expel thence any such as should chance to occupy the place, being dishonest, unable, over-negligent or unmeet for the same; and that every schoolmaster for the time being, who should have the rent of the said premises thereby intended towards his exhibition for keeping the said school, should in consideration thereof orderly and well teach and instruct such and so many poor children, as by the said feoffees, or the more part of them, should be required or appointed, so as the rate of the wages for such scholars so to be appointed should amount to the stipend of 12*d.* a quarter for every one of them, being a grammarian, and 8*d.* a quarter of every one being inferior to a grammarian; and that such schoolmaster should take of other scholars as he and their parents should agree; and it was provided, that when all the feoffees except two or three should be dead, the survivors should surrender the premises to as many more in number as the parties thereto were; and a power was given to the feoffees to make further orders for the government of the schoolmaster and scholars.

At a court, holden for the manor of Hazlewood, Windley, and Turnditch, on 16th September, 28th Elizabeth, the said Thomas Curzon, John Brookshaw, and Anthony Bradshaw, in part performance of the covenants and articles contained in the said indenture of 20th July, 28 Elizabeth, surrendered a messuage with the appurtenances in Turnditch, with all meadows, pastures, &c. in Turnditch thereto belonging, and all other houses, gardens, lands, &c. in Turnditch and Duffield, in the tenure of certain persons therein named, commonly called the School Lands, to the use of the said John Curzon and the other old feoffees, and of the said Francis Cockerham, and the other new

Duffield.

School,
continued.

feoffees, and the survivor of them, and the heirs male of the said feoffees, and the survivor of them, to the uses mentioned in the said indenture.

By Indenture, bearing date 25th June 1781, between Richard Paul Joddrell, esquire, lord of the manor of Duffield, of the one part, and William Coape Sherbrook, and three others, surviving feoffees of certain copyhold lands belonging to the free-school in Duffield, of the other part, reciting, that the said Richard Paul Joddrell was seised of the manor of Duffield, within the fee of Duffield; and that at a court holden at Hazlewood for the manors within the fee aforesaid, on 16th August 1739, Edward Lowe, and two others, in performance of the covenants and agreements contained in a certain indenture, bearing date the day of taking that surrender, between the said Edward Lowe and others, old feoffees, of the one part, and Henry Coape and others, new feoffees, of the other part, surrendered, according to the custom of the said manors, a messuage, with the appurtenances, in Turnditch; a close, called the Pingle; a close, called the Leys; a close, called Fenton Pits; a close, called Kiln Close; a close, called Fisher Croft; and a close, called Horse Close, containing in the whole by estimation $18\frac{1}{2}$ acres, and a cottage and croft in Duffield, commonly called the School Lands, to the use of the said old and new feoffees, to the uses in the said indenture limited; and reciting, that all the said feoffees, except the said William Coape Sherbrook, and the three other parties, of the second part, were dead; and that the said cottage at Duffield being in a ruinous state had been two years before taken down and rebuilt for the habitation of a schoolmaster, and that a school-room, to teach the scholars in, had been built and added thereto; and reciting, that the said premises were liable to pay to the said Richard Paul Joddrell, as lord of the manor, on every admission, an arbitrary fine according to the custom of the manor; and that the said Richard Paul Joddrell was entitled to receive, out of the said premises in Turnditch, a chief-rent of 6s. 3d., and out of the cottage in Duffield a chief-rent of 4d., the said Richard Paul Joddrell, in consideration of 68*l.* 15*s.* granted, enfranchised, and confirmed to the said William Coape Sherbrook, and others, the before-mentioned copyhold premises; and in consideration of 11*l.* 10*s.* 5*d.* released and discharged the said William Coape Sherbrook and others, and the said lands, from the said chief-rents of 6s. 3d. and 4d. respectively.

By indentures of lease and release, bearing date 9th and 10th August 1781, reciting the surrender of 16th August 1739, and the deed of enfranchisement above abstracted, the said William Coape Sherbrook, and the two other then surviving feoffees (Humphrey Lane, the fourth feoffee mentioned in the deed of enfranchisement, having died since the execution of that deed) conveyed the premises comprised in that deed, and also a parcel of land then lately allotted to the said lands in Turnditch on the inclosure of a common, called Hulland Ward, to the use of themselves and of Daniel Parker Coke, esq. deceased, and nine others, of whom Richard Paul Joddrell, Francis Bradshaw, William Brooks Johnson, and John Radford, of Holbrook, are now living.

The lands mentioned in the above-mentioned surrenders and deeds as being in Turnditch appear to have consisted of the following parcels and quantities, according to a survey made in 1707:

	A.	R.	P.
The Pingle	2	0	36
Two Leys	0	3	25
Fenton Pits	5	1	29
Kiln Closes	6	0	20
Fisher Croft	0	2	17
Horse Close	3	0	0
	18	1	7

In the margin of this survey the "Two Leys," containing 3*R.* 25*P.* are noted as "lost," and the Kiln Closes as containing only 5*A.* 3*R.* 37*P.* instead of 6*A.* 0*R.* 20*P.*

In a survey and valuation made in 1809, the parcels (including the allotment at Hulland Ward mentioned in the lease and release of 9th and 10th August 1781, and another allotment at Hazlewood, obtained on the Duffield Inclosure, which took place subsequently to the deeds of 1781, in respect of the school lands), and the quantities, with their estimated annual value, are stated as follows. It appears from this survey that a part of these lands is in the parish of

of Mugginton, although that parish is not mentioned in the preceding documents.

Duffield.
School,
continued.

WHERE SITUATE.	PARCELS.	Quantities.			Estimated Annual Value.		
		A.	R.	P.	£.	s.	d.
Mugginton - - - -	Fenton Pits - - - -	3	0	0	3	15	-
	Ditto - - - -	2	1	10	4	12	6
	Fenton Pingle - - -	2	0	22	4	5	7
Turnditch - - - -	Kiln Close, in four parts -	5	3	37	11	19	3
	Fisher Croft - - - -	0	3	8	2	-	-
	Horse Close - - - -	3	0	16	8	10	6
Hulland Ward - - -	Common Piece - - - -	1	3	13	4	2	5
Hazlewood - - - -	Allotment - - - -	0	2	0	1	-	-
		19	2	26	£.40	5	3

Although it would appear from the surrenders and deeds that there was formerly a messuage in Turnditch belonging to the school, we are informed that there are not at this time any buildings on the lands; and in a lease thereof granted in 1729 no buildings were mentioned; the lessee covenanting to keep in repair the fences only.

In 1816 and 1817, agreements were made for the sale of all the above-mentioned lands, except the Horse Close, to the following persons, and at the following prices :

To Mr. John Beeston, all the lands described in the survey of 1809 as situate in Mugginton for 680*l*.

To John Crompton, esq. the Kiln Close and the Fisher Croft for 470*l*.

To Mr. John Greatorex, the Common Piece at Hulland Ward for 130*l*.

To Mr. Joseph Barrow, the allotment at Hazlewood for 65*l*.

There does not appear to have been any written contract made with Mr. Crompton, who was desirous of purchasing the Kiln Close and the Fisher Croft, as they adjoined to his own property, but we are informed that a verbal agreement for the sale to him was either made with or assented to by the then surviving trustees, except Mr. Joddrell, who declined to concur in the sale, on the ground of the trustees having no authority so to dispose of the trust-property. Mr. Crompton being let into the possession of the two above-mentioned closes invested 470*l*. the proposed amount of his purchase-money, in November 1816, in the purchase of 499*l*. 6*s*. 8*d*. navy 5 per cents, in respect of which there was at the time of our investigation (August 1826) standing in his name 524*l*. 6*s*. new 4 per cents, the dividends of which stock, amounting since the reduction thereof to 20*l*. 19*s*. 4*d*. have been paid to Mr. John Harrison, the licensed master of this school.

Mr. Crompton has also rented the close called the Horse Close, which adjoins to other lands belonging to him for some years past, at 10*l*. 10*s*. per annum, and has let it to an under-tenant at the same rent.

With Mr. Beeston, Mr. Greatorex, and Mr. Barrow, no contracts were made by the trustees, but written unstamped memorandums of agreements were signed by those persons, and Mr. Harrison the schoolmaster, for the respective sales to them of the before-mentioned fields at the prices agreed upon, upon which they respectively agreed to pay interest at 5 per cent. The agreement which Mr. Barrow purports to be signed by Mr. Harrison "on behalf of the trustees of Duffield school;" and in the agreement with Mr. Greatorex was inserted a proviso that "the trustees should approve of the bargain." Mr. Beeston's agreement was merely to pay 680*l*. for the before-mentioned fields belonging to Duffield school, in the parish of Mugginton, the money to be paid as soon as was convenient to Mr. Beeston, and until such payment, interest to be paid by him at 5 per cent, and Mr. Beetson was to have possession as soon as it could be obtained. The parties were let into possession under these agreements, and interest at 5 per cent has accordingly been since paid by Mr. Beeston and Mr. Barrow to Mr. Harrison, and was so paid for some time after

Duffield.

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continued.

the agreement by Mr. Greator, but latterly he has paid only 5*l.* per annum instead of 6*l.* 10*s.*, as the interest of 130*l.*

Mr. Harrison states that he considered that he had sufficient authority to make these agreements, but it appears to us that there was no foundation for that opinion. It could hardly be supposed that he, as holding the situation of schoolmaster, possessed any power of thus disposing of the lands of the charity; and the trustees were not made parties to, nor ever authorized him to sign, the agreements on their behalf; and indeed the only power over the lands vested in them by the trust-deeds is that of granting leases thereof for terms not exceeding 21 years. It seems that Mr. Harrison stated to the trustees, or some of them, the prices at which the above-mentioned persons were willing to make their respective purchases, but we cannot learn that any communication ever took place between the proposed purchasers and the trustees; and Mr. Francis Bradshaw, one of the trustees, informs us, that until the time of our investigation, he was not aware that Mr. Harrison was receiving interest from any of the persons in possession of the lands, except Mr. Crompton, considering them merely as tenants, ready to purchase at prices which they had offered, if a sufficient title could be made to the lands.

Mr. Harrison who has held the situation of schoolmaster since the year 1778, and is now in his 72^d year, had previously to these transactions managed the property and received the rents to his own use, without the intervention of the trustees, and it is to be regretted that he was permitted to do so, notwithstanding that he was entitled to the whole profits of the lands; for although the income which he has received from the interest of the purchase-moneys agreed upon has probably been larger than he would have obtained from the rents of the lands which he contracted to sell, a part of the property, during the time it has been held under one of these agreements, has sustained an injury which would have been avoided, if it had had the benefit of the immediate superintendence of the trustees.

The part alluded to is that which has been held by Mr. Beeston, who, during his occupation thereof has obtained a considerable quantity of lime-stone from the land, which is thereby much deteriorated. Mr. Francis Bradshaw, who has viewed this land since the time of our investigation, states, that about an acre of the lime-stone rock has been thus consumed, and about half that quantity covered with the refuse, or occupied as a road; that part of the land may be reclaimed at some expense; and that in his opinion the damage done may be estimated at about 100*l.* It is feared that no reimbursements can be obtained for this damage by the trustees, from Mr. Beeston, who is stated to be a prisoner for debt in the King's Bench prison.

Mr. Bradshaw informs us, that since our investigation, in order to obtain possession of the lands by the trustees, notices to quit have been given to the persons in possession of them; that all of them have thereupon agreed to attorn as tenants to the trustees, except Mr. Beeston, and that the trustees are in hopes of obtaining possession of the land which he has occupied by Lady-day next.

The above-mentioned lands are detached from each other; and it is considered that a compact farm would be more advantageous for the charity, but the only power which the trustees possess of effecting this object is by an exchange under the provisions of the statute of 1 and 2 Geo. 4, c. 92.

2. *Webster's Gift.*—*Joseph Webster*, of Stanton, in the parish of Youlgrave, by his Will, bearing date 29th January 1685, gave to his wife his messuage in Stanton wherein he then dwelt, with all his houses, lands, tenements, orchards, gardens, &c. in Stanton, for her life; and he gave to William Finney and his heirs the reversion thereof; and directed that he should enter upon the same immediately after the decease of his said wife, and should enjoy the same to him and his heirs for ever; and he further declared his will to be that the said William Finney, his heirs and assigns, for ever, should pay yearly and every year after the decease of his wife, the sum of 30*l.* to the uses thereafter expressed, viz. the sum of 20*l.* yearly, to the use and benefit of the poor of Duffield, and the sum of 10*l.* yearly, for and towards the maintaining of the school of Duffield. And he appointed the said William Finney, Edmund Webster, William Coape, William Cartwright, Roger Hodgkinson, and George Reynor, all of Duffield, to stand feoffees in trust for the receiving and paying the said sums of money to the uses aforesaid; and he directed that whenever

any

any of the said feoffees should die, the other five should nominate another in his stead.

By indentures of lease and release, bearing date 17th and 18th March 1703, between the said William Finney, of the one part, and Robert Wilmot, esquire, and four others, of the other part, reciting the said will; and reciting, that the said William Finney had entered upon the said devised premises on the death of the testator's widow, which happened on 27th September 1699; and that for the better securing the payment of the said sums of 20*l.* and 10*l.*, or so much thereof as the said premises would yearly raise, he was willing to convey the fee-simple thereof, in trust for the performance of the will of the said Joseph Webster; and also reciting that some dispute was likely to arise with respect to the arrears, and the future payments of the said sums, the said William Finney insisting that the rents would not answer the same, or at least would not amount to any more; and that it was therefore agreed, that in consideration of the said William Finney's settling the said premises as aforesaid, and of 15*l.* paid by him, he should be discharged of all arrears; the said William Finney conveyed to the said Robert Wilmot and others, and their heirs, a messuage, farm or tenement in Stanton, with the closes, lands, &c. thereto belonging, called by the several names therein mentioned, which premises are described as being the same as were devised by the will of the said Joseph Webster, upon trust, by and out of the rents and profits of the said premises to pay 30*l.* to the uses mentioned in the said will.

By indentures of lease and release, bearing date 4th and 5th April 1804, between John Balguy, esquire, Francis Bradshaw, esquire, the Rev. Joseph Bradshaw, and John Radford, esquire, surviving trustees of the messuages and lands thereafter mentioned, of the first part, John Beighton, of the second part, and Bache Thornhill of Stanton, in the parish of Youlgreave, esquire, of the third part, reciting the will of Joseph Webster, and the indentures of lease and release above abstracted; and further reciting, that by virtue of divers mesne conveyances, and finally, by indentures of lease and release, bearing date 28th and 29th October 1795, the said premises had been conveyed to the use of Joseph Baggaley Bradshaw, Walter Mather, John Balguy, Francis Bradshaw, Joseph Bradshaw, and John Radford; and reciting that the said premises, according to a late survey thereof, contained 55 A. 1 R. 33 P., and were then, and for several years past, had been let at the yearly rent of 46*l.*; and that the said John Beighton had lately valued the same, with the timber growing thereon, at 2,300*l.* and that the said premises were situate near the estate of the said Bache Thornhill at Stanton, on which account he was very desirous of purchasing the same, and had proposed to give the sum of 2,688*l.* for the purchase thereof; and reciting that the said John Balguy and others, parties of the first part, were well satisfied that that sum exceeded the actual value of the said premises, and that it would be greatly for the advantage of the said charity that the same should be sold, and the said sum laid out in the purchase of lands and hereditaments in some other situation, to be conveyed and settled to the same uses. The said John Balguy and others, in consideration of the said sum of 2,688*l.* which the said John Beighton thereby certified was in his judgment more than the actual value of the said premises, conveyed the same to the said Bache Thornhill, esquire, and his heirs, discharged from the payment of the said sums of 20*l.* and 10*l.*, and the trusts declared in the will of Joseph Webster, and the indentures of lease and release of 17th and 18th March 1703.

The sum of 2,688*l.* paid by Mr. Thornhill in 1804, was laid out in the same year by the trustees in the purchase of 4,777*l.* 4*s.* 3*d.* three per cent consols, which stock is now standing in the names of the three survivors, Mr. Balguy, Mr. Francis Bradshaw, and Mr. Radford.

The trustees having no authority to sell these lands, were unable to make a good title to the purchaser. A few years after the sale Mr. Thornhill, being desirous, if possible, to perfect his title to this property, which lay interspersed with his own lands, and near to a house in which he proposed to reside, the following mode was adopted for this purpose.

In an Act passed in 1809, for inclosing certain lands in the parish of Youlgreave, a clause was introduced, whereby the Commissioners were empowered to set out any lands within the parish of Youlgreave in exchange for any other lands within the parish, or any adjoining parish, provided that such ex-

Duffield.

School,
continued.

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School,
continued.

change should be declared in the Commissioners award, and made with the consent of the owners thereof, although such owners should be trustees for any school, or feoffees for any charitable or other uses.

With a view to making an exchange under this clause the estate at Stanton, which had belonged to the school, was re-conveyed by Mr. Thornhill to the trustees, by indentures of lease and release, bearing date 14th and 15th August 1812, and an exchange of it was afterwards effected for an estate in the township of Elton, in the same parish of Youlgreave, the property of Mr. Thornhill, as will appear by the following documents.

By deed-poll, bearing date 1st September 1812, reciting the above-mentioned clause in the Inclosure Act, and reciting, that the said John Balguy, Francis Bradshaw, Joseph Bradshaw and John Radford, as trustees of Duffield School, were seised of the messuage and lands at Stanton, containing all together by survey 55A. 1R. 3P.; and that Bache Thornhill, esq. was seised of a messuage and farm called Dale End, in the township of Elton, in the parish of Youlgreave, containing all together 64A. 2R. 8P., and that he was desirous of giving the same in exchange for the said premises at Stanton; and that the Commissioners had viewed the respective farms, and had certified under their hands that the farm in Elton was in their judgment a full equivalent for the farm in Stanton; the said John Balguy, Francis Bradshaw, Joseph Bradshaw and John Radford, consented and agreed with the said Bache Thornhill to exchange the said several messuages, farms, tenements and premises above mentioned; and the said Trustees and the said Bache Thornhill thereby authorized, required, and directed the said Commissioners to allot and set out the said respective farms in exchange as aforesaid, and to specify such exchanges in their award according to the Act.

By the award of the Commissioners of Inclosure, bearing date 8th April 1819, the above-mentioned farm in Elton was set out and allotted to the trustees in exchange for the farm in Stanton which was set out and allotted to the said Bache Thornhill.

It appears to have been the intention of the parties to these transactions that the estate at Elton should not remain in the possession of the trustees, but that they should continue to hold the stock in which Mr. Thornhill's purchase-money had been invested in 1804, to be laid out in buying other lands when any could be found eligible for that purpose; and therefore in January 1822, the said John Balguy, Francis Bradshaw and John Radford, the surviving trustees (Joseph Bradshaw being then dead,) by deeds of lease and release, in which all the before-mentioned transactions were recited, in consideration of the sum of 2,850*l.* stated to be paid by the said Bache Thornhill, conveyed the said farm at Elton to the said Bache Thornhill and his heirs.

Although the sum of 2,850*l.* was stated in this conveyance to be the consideration for the purchase of the Elton estate, no money in fact passed between the parties, the trustees remaining in possession of the stock purchased in 1804; but 2,850*l.* appears to have been the value of that stock at the time of making the agreement for the exchange in 1812.

The effect of the above-mentioned transactions, the expenses of which were paid by Mr. Thornhill, appears to be, that his title to the Stanton estate is founded upon the Commissioners Award under the powers given by the Inclosure Act, but that his title to the estate at Elton remains liable to the objection of having been conveyed to him by the trustees of a charity having no authority to sell.

By the sale of 1804, and the investment of the purchase-money in stock, the income of the charity was greatly increased; unauthorized therefore as that sale was, we apprehend it may be considered advantageous to the charity. It appears to us however desirable that the money in the funds should be invested in the purchase of lands, and we understand that the trustees are of the same opinion. Mr. Francis Bradshaw states, that he has viewed several estates which have been offered for sale, but has not met with any one which appeared to him eligible.

In addition to the above-mentioned 4,777*l.* 4*s.* 3*d.* 3 per cent consols, there is a further sum of 300*l.* in the same stock standing in the names of Mr. Francis Bradshaw and Mr. Balguy, as surviving trustees thereof, of which 100*l.* was purchased in 1799 for 60*l.*, 100*l.* in 1803 for 64*l.* 7*s.* 6*d.*, and 100*l.* in the same year for 58*l.* 2*s.* 6*d.* The sums thus invested, amounting to 182*l.* 10*s.* are supposed to have been received for lead ore gotten under the Stanton estate, of

which ore a lease was granted in 1765 by the trustees to Peter Nightingale for a term of 42 years, reserving one sixth part of the ore which should be gotten ; but this reservation appears to have been reduced by agreement in 1782, in consequence of the difficulty of working the ore, to one twelfth part. Of the dividends of the whole of the 5,077*l.* 4*s.* 3*d.* 3 per cent consols, one third part, amounting to 50*l.* 15*s.* 6*d.* is received by Mr. Harrison the schoolmaster. The disposal of the other two thirds will be stated in a subsequent part of this Report.

The income which the schoolmaster has of late years received has been as follows :

	£.	s.	d.
From Mr. Crompton, the dividends of 524 <i>l.</i> 6 <i>s.</i> new 4 per cent - -	20	19	4
From ditto, rent of Horse Close - - - - -	10	10	-
From Mr. Beeston, interest of 680 <i>l.</i> - - - - -	34	-	-
From Mr. Barrow, interest of 65 <i>l.</i> - - - - -	3	5	-
From Mr. Greatorex - - - - -	5	-	-
From one third of the dividends of the 3 per cent consols - -	50	15	6
	£.	124	9 10

The school-premises at Duffield, being the same as are mentioned in the deed of 25th June 1781, consist of a small house and garden, with a school-room adjoining to the house, calculated to contain about 40 children. The schoolmaster, who receives the whole of the income, is bound to keep these premises in repair. It is stated that the house is in fair condition, but that the school-room is in want of repair.

Mr. Harrison, for many years after his appointment as master, occupied the school-house and taught the children himself, but he now resides in another house in Duffield, and for about the last 20 years the children have been instructed by an assistant, paid by him, and under his superintendence, for which purpose he states that he attends the school twice a day. The assistant-master now occupies the house and garden.

There are 24 free scholars in the school, the children of poor persons, of whom 16 are appointed from Duffield, including the hamlet of Makeney, five from Holbrook, and three from Hazlewood. Those of Duffield and Hazlewood are nominated by Mr. Balguy, who resides at Duffield, and those of Holbrook by Mr. Radford. Applications for admission to the school are made to Mr. Harrison, and a list of the applicants is sent by him, as vacancies occur, to Mr. Balguy or Mr. Radford. The free scholars are usually boys, but girls have sometimes been admitted.

In 1741, the trustees came to a resolution, that there should be 12 free children admitted to the school from Duffield and Makeney, three from Holbrook, three from Hazlewood, three from Windley, and three from Turnditch ; but there have not been for many years any free scholars from the two latter places, both of which are, as we are informed, between three and four miles distant from Duffield.

The children are taught reading, writing, and arithmetic, and some of them are instructed in mathematics. The assistant master has other scholars, for whose education he is paid by their parents.

Until the year 1825 the salary paid by Mr. Harrison to his assistant was only about 20*l.* a year, but complaints having been made in that year of the insufficiency of the assistant, a person properly qualified for the situation was, at the desire of Mr. Balguy, fixed upon by the vicar of Duffield, with the assistance of a neighbouring clergyman, and that person now holds the situation and receives from Mr. Harrison a salary of 50*l.* per annum.

It appears, to us that the mere superintendence by the schoolmaster of the instruction of the children is by no means a correct performance of the duties of his situation, although it may be reasonable that Mr. Harrison, at his advanced age, and after having held that situation during so long a period, should receive every fair consideration. It also appears to us that the income of the school, subject as it may probably be to some diminutions under the new arrangements to be made respecting the Turnditch lands, and upon the investment of the money now in the funds in the purchase of land, whenever that shall take place, will be of sufficient amount to remunerate a schoolmaster for the instruction of a much larger number of free scholars than is at present taught,

Duffield.

School,
continued.

taught, and that the charity may thus be rendered more extensively useful than it has hitherto been.

It is desirable that an appointment of new trustees should be made under both the above-mentioned trusts, and that they should, if possible, be united in the same persons as trustees.

TOWNSHIP OF DUFFIELD.

WEBSTER'S CHARITY.

Duffield.

Webster's Charity.

The Will of *Joseph Webster*, dated in 1685, by which he gave 20*l.* a year to the use of the poor of Duffield, and 10*l.* a year to the school of Duffield, out of lands at Stanton, and the various transactions which have taken place relating to those lands, under which two thirds of the dividends of 5,077*l.* 6*s.* three per cent. consols, amounting to 101*l.* 10*s.* 6*d.* per annum, are now appropriated to this branch of his charity, have been stated in the above account of Duffield school. The portion of the half year's dividends due in January, is distributed between that time and Lady-day, and the portion of the half-yearly dividends due in July is distributed between that time and Michaelmas, by John Balguy, esq. one of the trustees of this charity, usually assisted by one or two other inhabitants of Duffield, amongst poor persons of the township of Duffield, including the Hamlet of Makeney, not receiving relief, in sums varying from 2*s.* 6*d.* to 1*l.* The schoolmaster attends the distributions, and keeps an account of the names of the persons who partake of the charity, and of the sums given to each. Of the Michaelmas dividends Mr. Balguy usually reserves from 5*l.* to 10*l.* which he distributes to poor persons in clothing about Christmas.

POTTERELL'S ALMSHOUSES.

Potterell's
Alms-houses.

Edward Potterell, of Derby, by his Will, bearing date 27th April 1667, reciting that he was seised of divers lands, tenements, and hereditaments, in Holbrook, in the parish of Duffield, the same or most part thereof being copyhold, and a cottage, barn, back-side, orchard, and garden, in Duffield, which he had power to dispose of by will, gave the same to his nephew, John Potterell, and his heirs, in trust, that he and his heirs should, weekly, for ever, on every Thursday, pay to two poor men and two poor women the sum of 4*s.* to every of them 12*d.* out of the rents, issues, and profits of the same lands; and also should, every year, for ever, provide four gowns of good gray woollen cloth, to the value of 40*s.* to be given to the said poor people, to each one, on or before the 24th December; and likewise should, every year, pay to the said poor people 20*s.* in money, the one half at Michaelmas, and the other on the feast of St. Thomas, towards their winter provision of fuel, to be equally divided between them; and should also build one good substantial house of stone, to be divided into eight several low rooms, with four chimneys in four of the rooms, in the first place, and in such further manner as he should, by writing under his hand, appoint, for a habitation for the said four poor people to dwell in, for ever; and that in case the said testator should in his life-time, by writing, appoint the first four persons, those four should be first admitted, and placed in the said house, and receive his said alms during their lives; but otherwise, and ever after, he directed that his nephew John Potterell, and his heirs, should have the nomination of the said poor as any should be wanting, so that they should nominate one poor man and one poor woman of the town of Duffield, and one poor man and one poor woman of the town of Holbrook, or of the town of Makeney, in the parish of Duffield, so that two poor people of Duffield, and two of Holbrook, or Makeney, might, in order, for ever, receive the alms aforesaid. And he further directed, that if his said nephew, his heirs and assigns, should not, within 40 days after the death of any one so placed as aforesaid, nominate one other to receive the alms aforesaid, the minister of the said parish, and the churchwardens and overseers of the poor there, or the greater part of them for the time being, for ever, should have power to nominate the said poor persons, who should receive the said alms for their lives; and he desired that the minister, churchwardens, and overseers, and their successors, would be aiding the said poor persons, and see that they were not hindered in any thing that belonged to them. And he declared that they should receive no inmates into their houses, and that on the death of each of them their best gown should be left for the use of the successor. And, in case the said weekly payments, or any thing to be paid to the poor, should be in arrear for 40 days, he gave the said

said minister, churchwardens, and overseers, power to enter on his lands at Holbrook, and receive the rents and profits thereof, until all arrears and expenses should be paid.

A copy was produced to us of the statutes of these almshouses, purporting to have been confirmed by the executor of Edward Potterell, by whom it is therein stated that the almshouses had been built.

Amongst these statutes it is directed,

That the almspeople should not enter into any pay till 10 weeks after the death of their predecessors respectively, and that the sums which should so arise should be kept in a box, no other provision being made for the repairs of the said almshouse.

That each of the almspeople should have a new gown, costing 20s. once in two years, to be delivered to them on 24th December.

That such persons should be chosen as should constantly resort to the church and receive the sacrament, and that if any of them should be guilty of misconduct they should be removed.

These almshouses consist of four dwellings, of two rooms each, inhabited by one poor man and one poor woman, of Duffield, and one poor man and one poor woman, of Holbrook or Makeney, appointed as vacancies occur by the minister, churchwardens, and overseers of the respective places, being at the time of their appointment more than 60 years of age, and also persons of good character and regular attendants at church.

The estate at Holbrook, subject to the charges mentioned in the donor's will, is now the property of Mrs. Upton, on whose account Mr. William Wilmot of Holbrook, pays to each inhabitant of the almshouse 1s. a week, and for fuel 2s. 6d. at Michaelmas, and 2s. 6d. at Christmas. He also provides, every second year, coats for the men and gowns for the women, the expense of which exceeds 20s. for each person. The almshouses are kept in repair at the expense of Mrs. Upton, and are stated to be now in good condition. The direction in the statutes as to withholding the pay of each of the almspeople until 10 weeks after the death of the predecessor is observed, but the expense of the repairs exceeds the amount of the deductions thus made.

William Potterell, of Okeham, by his Will, bearing date 31st January 1735, and proved in the Prerogative Court of Canterbury in 1740, gave to his kinsman, John Flamsteed, of Little Hallam, 100*l.* upon trust, that he and his heirs should with all convenient speed after the testator's death, lay out the same in a purchase or purchases of freehold lands, tenements, and hereditaments in the county of Derby, with the consent of the minister, churchwardens and overseers of the poor of Duffield for the time being, or the greater part of them, and cause the same to be settled, on trust, that the rents and profits thereof should yearly and every year be applied and disposed of to the use of one poor man and one poor woman of the town of Duffield, and one poor man and poor woman of the town of Holbrook, or the town of Makeney, in the said parish of Duffield, who for the time being should be nominated and placed in the above-mentioned almshouse in Duffield by the said John Flamsteed and his heirs, as an augmentation of the said almshouse, for the better relief of the poor thereof for the time being for ever; and he thereby gave all his right and interest of nominating and placing the poor in the said almshouse to the said John Flamsteed, and his heirs and assigns for ever, as fully and amply as his late father John Potterell, deceased, nephew of Edward Potterell, deceased, by virtue of the will of the said Edward Potterell, might, could, or ought to have done. And he declared, that until a purchase or purchases should be made with the said sum of 100*l.* the same, or such part thereof as should not be laid out in a purchase, should be put forth at interest in the name of the said John Flamsteed and his heirs, upon good security, and that the interest thereof should be paid and applied for the use of the poor of the said almshouse in Duffield in manner aforesaid.

We are informed that John Flamsteed, the trustee named in the will, died without issue; and that the Rev. Richard Dodsley Flamsteed, now residing at Spondon, is his nephew and representative, being the only son of his sister.

Until Christmas 1820, the annual sum of 4*l.* was paid by the Rev. Richard Dodsley Flamsteed, in respect of this donation for the support of the almspeople in Potterell's almshouse; but since that time he has declined paying it, and on application for payment of it being made to him by Mr. William

Duffield.

Potterell's
Almshouses,
continued.

Duffield.

Potterell's
Almshouses,
continued.

Wilmot, he has referred him to a trustee to whom Mr. Flamsteed has conveyed an estate at Little Hallam, in trust for his son, on the ground that the payment was a charge on his estate there, but the trustee has also refused payment.

We have found no evidence tending to show that the 100*l.* given by William Potterell was ever laid out in the purchase of or charged upon lands. The Returns of 1786 mention the annual sum of 4*l.* then paid by — Flamsteed, as being the interest of 100*l.*; and we apprehend that the ground on which the Rev. R. D. Flamsteed has discontinued the payment of that annual sum is insufficient; that he ought therefore to account for and pay the arrears of interest which have accrued since 1820; that the principal sum of 100*l.* ought either to be invested in the purchase of land, or on some good security at interest; and that the annual income arising from this donation should be regularly applied in future for the benefit of the almspeople, according to the directions of William Potterell's will.

OLD ALMSHOUSES.

Old Almshouses.

We are informed that there were formerly three almshouses which stood in the Town-street of Duffield, but we have not been able to learn by whom or at what period they were built. In 1804 an order of vestry was made for the sale of these houses to Mrs. Bonell for 120*l.* in which order they are described as "three poor-houses south-east of Mrs. Bonell's mansion-house, the property of the parishioners;" and it was also ordered that the inhabitants should be at liberty to take away the materials and convert the same to their own use, without making any satisfaction for the same. The sum of 120*l.* paid by Mrs. Bonell was invested in the purchase of 209*l.* 13*s.* 7*d.* three per cent consols, in the names of Mrs. Anna Bonell, John Balguy, esq. and Mr. Robert Wood, of whom Mr. Balguy is now the only survivor; but for the last four years the dividends have not been received, in consequence of a new power of attorney not having been obtained.

The dividends when received were carried to the general account of the overseer of the poor; but by the direction of the inhabitants an annual sum of five guineas was paid in respect thereof from the overseer's account, as a subscription to the Derby Infirmary, for which subscription the overseers recommended poor persons of Duffield to be admitted as patients into that establishment.

It is said that some annual payment was formerly made to the inhabitants of these houses out of a public-house at Derby, called the Horse and Trumpet. In the Parliamentary Returns of 1786, a rent-charge of 1*l.* 15*s.* is mentioned as having been given by the will of — Bradshaw "to the poor in the almshouse," and as being then vested in Henry Cock. This may possibly refer to the annual payment above alluded to, but the date of the donor's will is not stated in the Returns, and we have met with no further information respecting this payment, or these almshouses.

It is stated, that when the building was in existence there was an inscription upon it, but we have not been able to ascertain the particulars of such inscription. If these almshouses were derived from a charitable donation, we apprehend that the interest of the sum produced by the sale thereof ought now to be applied for the benefit of the poor, instead of being carried to the account of the general funds in the overseer's hands.

GISBORNE'S CHARITY.

Gisborne's Charity.

The particulars of the Rev Francis Gisborne's Charity have been stated in the account of the Charities of Bradley, in a preceding part of this Report.

The annual sum of 5*l.* 10*s.* appropriated to the township of Duffield is received by the vicar, and laid out by him partly in coats for poor men, and partly in flannel, which he distributes amongst such of the poor as he considers the most proper objects.

CHAPELRY OF BELPER.

LOCKOE'S CHARITY.

Belper.

Lockoe's Charity.

By Indentures of Lease and Release, the lease bearing date 6th, and the Release 16th July 1676, *John Lockoe*, of Holbrook, conveyed to Anthony Bradshaw, of Holbrook, Ralph Allen, of Belper, William Hunter, of Kilborne, William Cock, of Horsley Woodhouse, John Radford, of the same, and George More,

More, of Stainsby House, and their heirs, a cottage or tenement, a close called the Acres, and another close called the Hagg, containing together by estimation ten acres, situate in Kilborne, on condition, trust and confidence, and for the uses following, viz. 40*s.* to be yearly, after the decease of the said John Lockoe, distributed by the said Anthony Bradshaw, Ralph Allen, and their heirs, to the poor of the town of Belper; 10*s.* yearly, to be distributed by the said William Hunter, and his heirs, to the poor of the town of Kilborne; 20*s.* yearly to be distributed by the said William Cock, John Radford, and George More, and their heirs, to the poor of the town of Horsley Woodhouse; and 20*s.* yearly to be distributed by the last-mentioned three persons, and their heirs, to the poor of the town of Horsley, all which sums were to be paid out of the rents and profits of the said cottage and premises on St. Thomas's-day for ever, or at such other time of the year as the said trustees should think more convenient; and the said John Lockoe ordained, that if any of the said trustees, or their heirs, should not distribute the said sums to such people as were most necessitated in every of the said towns, it should be lawful for the rest of the trustees, and their heirs, or the major part of them, to nominate another trustee in the stead of such trustee who should not so distribute the same.

Belper.

Lockoe's Charity,
continued.

It appears from a recital in a cancelled lease, dated in 1716, that the said John Lockoe had previously to the date of the above-abstracted deed, by lease, bearing date 23d March 1675, demised the said cottage and premises to John Buckston for a term of 63 years, at the yearly rent of 4*l.* 10*s.*

By indentures of lease and release, bearing date 23d and 24th December 1766, Ralph Allen, as the heir at law of the said Ralph Allen mentioned in the deed of 1676, who is stated to have been the survivor of the said trustees, conveyed the above-mentioned premises to William Hunter, Samuel Allen, John Barber, John Shaw, John Woolley, and Samuel Roberts, and their heirs, to the use of them and the said Ralph Allen, and their heirs, upon trust, to permit the said Ralph Allen and Samuel Allen, and the survivor, to receive the sum of 40*s.* yearly out of the rents, to be distributed amongst such of the poor of the town of Belper as they should judge most fit; and to permit the said William Hunter and John Shaw, and the survivor, to receive the sum of 10*s.* yearly out of the rents, to be by them, and the survivor, distributed amongst such of the poor of Kilborne as they should judge most fit; and to permit the said John Barber, John Woolley, and Samuel Roberts, and the survivor, to receive 40*s.* yearly out of the rents, and to distribute 20*s.* thereof amongst such of the poor of the town of Horsley, and the remaining 20*s.* amongst such of the poor of the town of Horsley Woodhouse as they should judge most fit; and it was agreed, that if by the death or removal of any of the trustees their number should be reduced to three, the survivors should nominate four other new trustees, at the least, to be added to the three surviving trustees.

The last trust-deeds bear date 11th and 12th December 1794, whereby the said Samuel Allen and John Woolley, as the surviving trustees under the last abstracted deeds, conveyed the trust-premises to Edward Sacheverell Sitwell, of Stainsby House, in Horsley Woodhouse, esquire, Henry Hunter, of Kilborne, esquire, William Smith, of Crich, John Toplis, of Shottle, George Fox of Kilborne, and Joseph Woolley, of Horsley, and their heirs, on trusts similar to those contained in the deeds of 1766; Samuel Allen, William Smith, and John Toplis, being the trustees for Belper; Henry Hunter and George Fox for Kilborne; and Edward Sacheverell Sitwell and Joseph Woolley, for Horsley Woodhouse and Horsley; with a similar power of appointing new trustees.

By lease, bearing date 6th May 1809, the said Edward Sacheverell Sitwell, William Smith, George Fox, and Joseph Woolley, as the surviving trustees, demised to Thomas Hunt the cottage at Kilborne, mentioned in the trust-deeds, and another cottage lately built adjoining or near the same, and the said two closes called the Acres and the Hagg, described as containing by estimation twelve acres, for the term of twenty-one years, from 25th March then last, at the yearly rent of 15*l.*, with a covenant from the lessee to keep the buildings and premises in repair, and also a covenant from him within two years to build upon the premises a substantial building, to be used as a barn or hovel, of the value of 20*l.* or upwards.

Belper.

Lockoe's Charity,
continued.

The trust-premises are now held under this lease by Mrs. Hunt, the widow of the lessee, and the rent of 15*l.* is considered to be at this time their fair value.

Edward Sacheverell Sitwell, esquire, is the only surviving trustee under the deeds of 1794, and he informs us that it is his intention to make an immediate appointment of new trustees, and to have the lands surveyed and mapped.

The rent is thus apportioned :

	£.	s.	d.
To Belper, four ninths - - - - -	6	13	4
Horsley, two ninths - - - - -	3	6	8
Horsley Woodhouse, two ninths - - - - -	3	6	8
Kilborne, one ninth - - - - -	1	13	4
	£.	15	- -

The sum of 6*l.* 13*s.* 4*d.* appropriated to Belper, is received from the tenant by Mr. Joseph Pym, the permanent overseer of the poor, and is distributed annually on Christmas-eve, by him and others of the inhabitants of the Chapelry, at the vestry, together with 15*l.* arising from Henry Smith's Charity, and 19*s.* 2*d.* arising from Taylor's Charity, amongst all the poor of the Chapelry, the widows receiving 2*s.* each, and the rest of the poor from 1*s.* 6*d.* to 6*d.* each. An account of the distribution is entered in the overseer's book.

HENRY SMITH'S CHARITY.

Henry Smith's
Charity.

Henry Smith, of Whitemoor, by his Will, in 1705, gave to his two sons Matthew and Timothy Smith, and their heirs, all his lands and tenements called Cawoods, lying in Belper, on trust, that they and their heirs should for ever thereafter pay yearly, on 24th December, the sum of 4*l.*, to be distributed to poor people of Belper aforesaid, by the appointment of the said Matthew and Timothy, and their heirs, and also the sum of 4*l.* to be paid yearly for ever on the said 24th December, to the parson or curate that should happen to officiate at Belper chapel, provided the same should be allowed by the said Matthew and Timothy, and the rest of the inhabitants there ; but if it should happen that there should be no parson or curate, or other person to officiate there, then he gave the said 4*l.* per annum to be paid yearly to the aforesaid poor of Belper, in such manner and form, at the time aforesaid, as the other 4*l.* should be paid by the said Matthew and Timothy for ever.

The premises given by the will of Henry Smith consist of a farm-house and out-buildings in good repair, and 17 $\frac{1}{4}$ acres of land, which lie near the house, except a part thereof, being an allotment made on the inclosure of Belper Common, containing between two and three acres. This allotment is in the occupation of the Rev. Matthew Tunstall, as yearly tenant, at a fair rent of 6*l.* per annum ; and the house and the residue of the land are in the occupation of Samuel Brown, as yearly tenant, at a fair rent of 24*l.* per annum, the tenant doing the repairs.

Instead of the specific sums mentioned by the donor the whole rents of these premises are now applied to the charitable purposes expressed in his will, the churchwardens and overseers of the poor for the time being acting as the trustees thereof in letting the lands.

More than 20 years ago the father of Samuel Brown, the present tenant, resisted the right of the churchwardens and overseers, by whom the premises had been let to him at 8*l.* per annum, to raise the rent, upon which an action of ejectment was brought by them against him, and the land was recovered. The expense incurred by this proceeding was gradually paid out of the increased rent.

One moiety of the rents, amounting [to 15*l.*, is paid to the Rev. Matthew Tunstall, the perpetual curate of Belper, and the other moiety is distributed to the poor of that place in the manner stated in the above account of Lockoe's charity.

TAYLOR'S CHARITY.

Taylor's Charity.

In a table of benefactions in the chapel of Belper it is stated that *John Taylor* in 1746 left one acre of land, lying in the upper side of the Round Meadow, in the

the Milly Laund in Belper, the rent to be distributed to the poor every 20th December.

The land called the Milly Laund is now the property of Messrs. Strutt, having been purchased by them in 1810 of Mr. Ward, subject to an annual payment to the poor of Belper of 19*s.* 2*d.*, which is paid by Messrs. Strutt to the overseer of the poor, and distributed in the manner stated in the account of Lockoe's charity.

It appears, from the table of benefactions, to have been this donor's intention to give to the poor the profits of an acre of land, and not a specific annual sum. We have not seen Mr. Taylor's will, but if the date of it is correctly stated, any devise of land contained therein would have been void, as being subsequent to the statute of 9 Geo. 2, c. 36, and therefore under that will no claim on behalf of the poor to the acre of land could be substantiated. We have not been able to ascertain at what time or under what arrangement the annual sum of 19*s.* 2*d.* was first paid in respect of this donation; but the same sum was received from Mr. Ward before he sold the Milly Laund, and in the Parliamentary Returns of 1786 it is stated as the amount of the income of this charity.

Belper.

Taylor's Charity,
continued.

MATTHEW SMITH'S ALMSHOUSES.

Matthew Smith, by his Will, bearing date 20th February 1713, reciting that he had erected two almshouses in Belper to be a habitation for two poor people; to the end that subsistence might be provided for them, devised four closes, part freehold and part copyhold, lying in the Hoppings, near Hopping Mill, in the liberty of Belper, containing by estimation 13 acres, and 1 pingle, more near the Cow Hill, in Belper, containing by estimation half an acre, which premises were of the value of 8*l.* per annum, without any deduction, to George Gregory, esquire, of Nottingham, and Thomas Goodwin, esquire, of Derby, and their heirs, to the intent that the yearly rents and profits thereof should be faithfully employed by them for and towards the relief of two poor people that then were or thereafter should be placed in the said almshouses, the same to be given them quarterly, on 25th March, 24th June, 29th September, and 25th December; and he directed, that whenever it should happen that either or any of the poor people should die, and no other person should be appointed to fill up the vacancy, and the said almshouses, or either of them, should want repairs during such vacancy, the vacant money should be employed to make good the repairs as far as should be needful; and he directed that his executrixes, Jane, the wife of Richard Massey, Winifred, the wife of Geo. Neville, and Penelope, the wife of James Kelsall, together with his grand-daughters, Anne Smith and Mary Smith, (which said Anne and Mary Smith he directed should have but one vote,) or the major part of them, should upon every vacancy make choice of such poor people as should successively inhabit in the said almshouses, one of which should always be of the liberty of Belper; and that none of the said poor should be admitted under 50 years of age; and he directed, that after the decease of his said executrixes and grand-daughters (which grand-daughters were to have, as aforesaid, only one vote,) the heirs of his said executrixes and grand-daughters, or the major part of them, should make such choice as aforesaid.

Matthew Smith's
Almshouses.

This charity is now under the management of Gregory Gregory, esquire, of Hungerton Hall, Nottinghamshire, as the heir of George Gregory, esquire, one of the trustees named in the will of the donor.

The property belonging to the charity consists of two almshouses, situate in the village of Belper, with small gardens adjoining thereto, and two closes and a pingle in Belper, with an allotment set out in respect thereof, upon an inclosure. These lands, containing in the whole 14*A.* 0*R.* 28*P.*, according to a late admeasurement, are in the occupation of Samuel Harvey, as yearly tenant, at the rent of 21*l.* per annum.

From the year 1774, when the accounts kept by the late George De Ligny Gregory, esquire, commence, till Lady-day 1825, the old inclosure was let for 9*l.* per annum, and the allotment from 1795, when it appears to have been first let, at 3*l.* 15*s.* per annum. Previously to Lady-day 1825, the former tenant having died, the lands were valued, and the present, which appears to be a good rent, was fixed by Mr. Gregory's steward.

It is stated that the almshouses are in so dilapidated a state as to be incapable of repair, and that it will be necessary to rebuild them. An estimate of the expense has been given to Mr. Gregory, amounting to 130*l.* 11*s.* 10*d.*, and as

Belper.

Matthew Smith's
Almshouses,
continued.

there is now a balance of 84*l.* 5*s.* 6*d.* in hand, it is proposed to proceed there-with immediately.

The appointment of the alms-persons was given by the donor to the executrixes named in his will, and their respective heirs, and to his two grand-daughters, and their heirs. The only person who appears to have claimed the right of appointment of late years is the Rev. Charles Nixon, the rector of Nuttall, in the county of Nottingham. He claims as the heir of John Kelsall, who, it is stated, exercised the right of appointment in his life-time, probably as the heir of Penelope Kelsall, one of the executrixes; and supposing that he is, in fact, the heir of Penelope Kelsall, he appears to be, in the absence of any claim by the heirs of the other persons named by the testator, entitled to the appointment.

There is now one person only residing in the almshouse, who receives an allowance out of the rents of the estate. This person is the widow of a man who belonged to Belper, and, as it is stated, was regularly appointed to the almshouse, she having been suffered to continue there after his death. The other almshouse is occupied by a pauper of Belper, placed there by Joseph Pym, the permanent overseer, who under the impression that the right of appointment belonged to Mr. Gregory, refused to admit a person of a neighbouring township, who was nominated thereto by the Rev. Charles Nixon.

The allowance made to each of the inmates of the almshouses have been 4*l.* per annum, at least from the year 1774, and this sum is now paid by the tenant to the widow occupying one of the almshouses, no allowance being made to the occupier of the other.

The annual expenditure on account of this charity from the year 1774 has consisted of the payments made to the almspeople, which were up to Michaelmas 1825, per annum - - - - - £. 8 - -

And to the steward at Hungerton Hall, for collecting the
rents and keeping the accounts, per annum - - - - - 10 -
£. 8 10 -

The only other expenses have been as follows:

	£.	s.	d.
1774. For getting possession of the hospital-land and almshouses -	3	10	-
1789 and 1794. Expenses relating to the inclosure and fencing the allotment - - - - -	25	7	7
1793. Repairs - - - - -	30	2	6
1819. Repairs - - - - -	10	6	-
1824, 1825 and 1826. Expenses of letting the lands, and making a plan thereof - - - - -	4	4	-

From the time of the inclosure until 1808 there was a balance due to Mr. Stubbins, who then kept the accounts; but at Lady-day 1826 there was a balance in favour of the charity, amounting to 84*l.* 6*s.* 5*d.* This sum, with the surplus rents for a short period, will be required for rebuilding the almshouses. When they are rebuilt the whole of the clear rents ought to be divided between the almspeople.

SIMS'S CHARITY.

Sims's Charity.

In the Parliamentary Returns of 1786 it is stated, that *James Sims* gave by his Will (the date of which was unknown to this chapelry, "two almshouses and coals," and that the income of the charity was then 12*s.* per annum.

Mr. Joseph Pym informs us that there were formerly two almshouses adjoining to Smith's almshouses, with a small garden, which he understands to have been derived from Sims's charity; that he has heard that an allowance was payable to the inhabitants of these houses for coals out of a piece of land in Belper, but that he does not know to what amount; that the inhabitants, when he first knew them, claimed the houses as their own property; that the houses fell into decay; that about two years ago they were rebuilt by the overseers out of the poor's rates; and that the present houses are occupied by poor persons, who pay rents for them to the overseers.

In the Table of Benefactions it is stated that *John Slater* in 1714 left to the poor of Belper 40*l.*, the interest to be distributed on 2d February yearly. This gift is also mentioned in the Returns of 1786, but it is there stated to be "withheld," and we have not been able to obtain any further information relating to it.

GISBORNE'S CHARITY.

The particulars of the Rev. *Francis Gisborne's* charity have been already stated in the account of the charities of the parish of Bradley.

The annual sum of 5*l.* 10*s.* received from the trustees of this charity, as the portion belonging to the poor of Belper, is laid out by the minister in the purchase of coarse cloth and flannel, which are distributed by him amongst the most necessitous old men and women of the chapelry.

Belper.

Gisborne's Charity.

TOWNSHIP OF HAZLEWOOD.

ALFRED'S CHARITY.

The Parliamentary Returns of 1786, state that Mr. *Alfred* gave 10*l.* to the poor of this township, which produced 8*s.* a year interest.

Hazlewood.

Alfred's Charity.

We were informed by Mr. Thomas Slater, the overseer of the poor of Hazlewood, that this sum having been placed out at interest, was in the year 1812 paid in, and carried to the general account of the township, and that from that time no interest had been to the time of our investigation distributed to the poor. We have, however, learnt from Mr. Slater, that he has since our inquiry took place distributed 10*s.*, as the interest of this sum of 10*l.*, to 10 poor widows of the township, that a sum of 10*l.* is now reserved in hand to replace the above-mentioned principal sum, and to be invested on proper security, and that it is intended that the interest shall be properly distributed in future.

CHAPELRY OF HEAGE.

STORER'S CHARITY.

By Indentures of Lease and Release, bearing date 14th and 15th June 1705, between *George Storer*, of the one part, and John Taylor and six others, of the other part; the said *George Storer*, for his charitable affection to the town of Heage, the place of his nativity, and for the assurance of the rents and profits of the lands and tenements thereafter mentioned, to be disposed of to certain charitable uses thereafter declared, conveyed to the said parties of the second part, and their heirs, a close of arable land called the Wheat Close, containing by estimation four acres, situate in or near Harthay; and a close, called Hellet Close, containing by estimation five acres, lying in or near Harthay, which said lands were of the yearly value of 5*l.* 10*s.* on the following trusts; viz. the yearly sum of 5*l.* part of the said rents and profits to be for ever paid by them towards the disposing and putting forth of such poor and indigent child or children to trades, as were or should be born at Heage, their parents being at the time of the birth of such child or children inhabitants legally settled there, such poor child or children to be chosen by the said trustees, and for default of such poor children, fit to be put out to trades, the said yearly sum of 5*l.* to be applied by the said trustees towards the putting forth of such poor children as should be born at Belper, their parents being at the time of the birth of such children inhabitants legal settled there, such poor children to be chosen by the said trustees; and the yearly sum of 10*s.* residue of the said annual sum of 5*l.* 10*s.* to be paid by the said trustees to some good, pious and orthodox minister or ministers, to preach two sermons, one in the forenoon the other in the afternoon, on Trinity Sunday, in Heage chapel, yearly, for ever, the preacher or preachers to be from time to time appointed by the said trustees; and it was declared that when any two of the said trustees should die, the survivors should nominate two more good men to supply their places, who should have full power with the survivors in the performance of the trusts.

Heage.

Storer's Charity.

By Indenture, bearing date 22d June 1705, between the said *George Storer*, of the first part, the said John Taylor, and six others, of the second part, and Elizabeth Bryce, sister of the said *George Storer*, of the third part; the said *George Storer*, for the affection he bore to his said sister, and for his charitable disposition to the town of Heage, and for the assurance of the rents and profits of the premises thereafter mentioned, to the uses thereafter declared, granted and assigned to the said parties of the second part, and their executors, two closes called the Upper Haggs, containing by estimation 12 acres, situate within the liberties of Harthay, for the residue of a term of 1,000 years, commencing on 20th December 1661, at a pepper-corn rent, and also several closes called the Nether Haggs, containing by estimation 12 acres, lying within the lordship of Ripley, for the residue

Heage.

Storer's Charity,
continued.

of a term of 1,000 years, commencing on 13th April 1682, at a pepper-corn rent, which said two terms of 1,000 years were subject to redemption on payment of the sums of 25*l.* 12*s.* 6*d.* and 84*l.* 7*s.*, on trust, that they should permit the said George Storer to hold the premises, and receive the profits thereof for his life, and after his decease, that the said Elizabeth Bryce should hold the said premises for her life; and after her decease, that the said trustees and their executors should out of the rents and profits thereof dispose of the annual sum of 5*l.* 10*s.* to be applied by them towards the teaching 12 poor children to read the English tongue, and to write well, according to the discretion of the said trustees, such children to be born at Heage, their parents being at the time of their birth inhabitants legally settled there, and the children, and also the masters, to be from time to time chosen and displaced by the said trustees, or the major part of them; with a proviso for appointing new trustees similar to that contained in the former deed; and a further proviso, that if the person to whom the equity of redemption of the premises should belong should pay off the said two sums for which the said terms of years stood as a security, the said trustees and their executors should lay out the sums which should be so paid on other good security, to be yearly applied towards the charitable uses thereinbefore appointed.

By Indenture, bearing date 4th September 1801, made in pursuance of a decree of the court of Chancery, bearing date 24th March, in the same year, for the appointment of new trustees of the charities of the said George Storer, Robert Wildsmith, and Samuel Morrill, the surviving trustees, granted to George Willott, Erasmus Argill, Thomas Ridge, Thomas Sims, and James Woolley, and their executors, the said closes called the Upper and Nether Hags; to hold for the residue of the said terms of 1,000 years, subject to the trusts expressed in the indenture of 22d June 1705, and it was thereby declared that the yearly rents and profits of the premises thereby assigned should be received and collected by the grantors and grantees, and be applied by them for the use aforesaid.

And by Indentures of Lease and Release, bearing date 3d and 4th September 1801, the said Robert Wildsmith and Samuel Morrill conveyed to the same grantees and their heirs the said closes, called the Wheat Close and the Hellet Close, upon the trusts expressed in the release of 15th June 1705.

No trust-deeds have been made since 1801, but as often as two trustees have died other persons have been nominated at the annual meetings of the trustees to supply the vacancies. The following are now the acting trustees with George Willott, the only survivor under the deeds executed in 1801; Elias Alton, Samuel Argill, Samuel Morrill, John Wolley Ridge, Thomas Argill, and William Wildsmith.

The property now belonging to this charity consists of a house, garden and barn, and seven parcels of land, containing somewhat more than 26 acres, now in the occupation of John Calladine as yearly tenant, at a good rent of 35*l.* per annum. It will be observed, that the estimated quantity of land under the first-mentioned deed of 1705 was nine acres, and under the last-mentioned deed of the same year 24 acres, being in the whole nearly seven acres more than the actual quantity, but we are informed that it is not supposed that any land has been lost.

The estate appears to have been let previously to 1802 at 16*l.* per annum. In that year it was let for 14 years, at 29*l.* per annum, and on the expiration of that lease in 1816 the rent was increased to its present amount. The tenant is bound to keep the premises in repair, and the buildings are stated to be in fair condition.

Mr. Samuel Argill, one of the trustees, acts as treasurer, receives the rents, makes the payments, and keeps the accounts.

It appears to have been the donor's intention that the rents of the lands comprised in his first deed should, with the exception of the payment for sermons, be applied in apprenticing poor children, and those of the lands comprised in his second deed for the instruction of poor children. All the rents and profits of the estate have however been for many years carried to one united account, and the sum paid for apprenticing has been confined to its original amount of 5*l.*, while the allowance for a schoolmaster has been from time to time increased. The annual sum of 28*l.* is now paid to a schoolmaster, who keeps a school in a room built about the year 1810, out of the funds of the charity

charity-estate, on a piece of land given by Francis Hurt, esq. Previously to that time there was an old school-room on a piece of waste land in this township, which was sold for 48*l.* 6*s.*, and that sum was carried to the account of the charity.

The schoolmaster's salary was raised in 1809 from 19*l.* to 20*l.*, in 1816 to 25*l.*, and in 1823 to its present amount. For this salary he teaches 30 boys and girls of the township to read and write. The schoolmaster and the children are appointed by the trustees.

The sum of 5*l.* is annually applied to the purpose of apprenticing a poor boy of the township who is appointed by the trustees, and 1*l.* 1*s.* is paid to the minister of Heage chapel for preaching two sermons on Trinity Sunday.

The trustees meet annually on the Wednesday in Easter week, when the treasurer's accounts are audited. The tenant pays half a year's rent at that time, and the schoolmaster attends to inform the trustees as to the proficiency of the children and the regularity of their attendance at the school. On this occasion, the trustees, the tenant, and the master, dine together, and an expense seldom exceeding 20*s.* is incurred.

The decree of the Court of Chancery alluded to in the trust-deeds of 1801 is stated to have been made in a suit instituted against the two then surviving trustees, in order to compel them to convey the trust-premises to the other parties to those deeds, who had been previously, with their consent, nominated as new trustees.

RIDGE'S CHARITY.

It is stated on a tablet in the chapel of Heage that *Edward Ridge*, in 1709, left 5*s.* per annum, to be paid out of the High Green House, and to be divided between two of the poorest widows of Heage, at the discretion of the chapelwarden and overseers.

The sum of 5*s.* is annually paid by Joseph Alton, proprietor of the High Green House, and is divided equally at Christmas between two widows, selected by the inhabitants of the chapelry.

HOLLAND'S CHARITY.

It is also stated on the tablet that *James Holland* in 1744 vested 150*l.* in the hands of trustees, the interest of 100*l.* to be paid to the minister of Heage chapel for performing divine service, and the interest of 50*l.* to be given in bread or money to the poor attending public worship in the said chapel.

The Parliamentary Returns of 1786 state this charity to have been founded by deed, but we are informed that no document relating to it can be found, except an account-book, which was produced to us, intituled, "The Accounts of the Trustees of Mr. James Holland, of Ludlow, Shropshire, his charitable gift to the town of Heage," commencing in 1745.

The above-mentioned sum of 150*l.* appears to have been since the original gift thereof in the hands of various persons of the township, at the interest of 3 per cent until 1790, and after that time at 4 per cent.

About seven years ago, this sum was in the hands of the following persons :

	£.	s.	d.
Elias Alton - - - - -	75	-	-
Thomas Argill - - - - -	30	-	-
Thomas Sims - - - - -	45	-	-
	£. 150	-	-

Thomas Sims has since died, leaving his affairs in an embarrassed state ; and the sum of 22*l.* 6*s.* 3*d.* has been received from his administrator as a dividend from his estate, by which means the charity has incurred a loss of 22*l.* 13*s.* 9*d.* At present, the funds of the charity are as follows :

	£.	s.	d.
In the hands of Elias Alton - - - - -	75	-	-
Ditto, as a balance from the account of the year 1825 - - -	8	15	6
In the hands of Thomas Argill - - - - -	30	-	-
In the hands of Matthew Harvey (Sims's dividend) - - -	22	6	3
	£. 136	1	9

Heage.

Storer's Charity,
continued.

Ridge's Charity.

Holland's Charity.

Heage.
 Holland's Charity,
continued.

When the interest was at 3 per cent, 3*l.* thereof was paid to the minister of Heage chapel, 5*s.* was allowed for a meeting of the trustees, and the residue was distributed in bread to the poor.

From the time when the interest was increased to 4 per cent until the year ending at Easter 1823, the sum of 4*l.* was paid to the minister, 5*s.* was charged in the accounts as having been paid for the salary of the trustees, and a sum, varying from 1*l.* 7*s.* to 2*l.* per annum, was distributed in bread.

The above-mentioned balance of 8*l.* 15*s.* 6*d.* has arisen in consequence of the interest not having been regularly disposed of since 1823. In the year ending at Easter 1824, the sum of 1*l.* 2*s.* was paid for bread, and 5*s.* for the trustees salary. In the years ending Easter 1825, and Easter 1826, no money was paid either to the minister, or for bread, or for the trustee's salary. In 1826, the sum of 3*l.* 12*s.* 7*d.* was paid to the minister, as being his share of the interest, and 5*s.* was paid to the trustees, but there was no payment for bread. The bread when distributed has been given away on alternate Sundays in penny loaves, by the chapelwarden, amongst poor persons attending the chapel.

In order to preserve the remaining part of the money belonging to this charity from loss it appears to us very desirable that it should be invested in some public security; and a proportional division of the interest ought to be annually made.

GISBORNE'S CHARITY.

Gisborne's Charity. THE poor of this Chapelry are entitled to a share of the Reverend Francis Gisborne's charity, the particulars of which have been stated in the account of the charities of the parish of Bradley.

The annual sum of 5*l.* 10*s.* is received by the minister, and expended in the purchase of coarse cloth and flannel, which he distributes amongst poor men and women of the chapelry.

CHAPELRY OF HOLBROOK.

LOCKOE'S CHARITY.

Holbrook.
 Lockoe's Charity.

At a Court held at Duffield, 3d December, 15th Charles 2d. *John Lockoe* surrendered a close or croft, with the appurtenances in Belper, called *Spencer's Croft*, containing by estimation two acres, to the use of himself for life, and after his decease to the use of *Henry Bradshaw*, and *John Wetton*, their heirs and assigns, upon trust, to pay and dispose of the rents and profits thereof to the use of the poor inhabitants of the village of *Holbrook* for ever.

The statement of this surrender is taken from a recital in an indenture, bearing date 25th May 1804, (a copy of which was produced to us) between *Richard Paul Joddrell*, esquire, lord of the manor of *Belper*, of the one part, and *Francis Bradshaw*, of *Holbrook*, esquire, of the other part; wherein it is further recited, that at a court held at *Duffield* on 7th July, then last, *John Baggaley Bradshaw*, esquire, was admitted tenant to the said copyhold premises as the customary heir of the said *Henry Bradshaw*, on the trusts aforesaid; and that at another court held at *Duffield* on the 3d May then instant, the said *Francis Bradshaw* was admitted tenant to the same, as the customary heir of the said *John Baggaley Bradshaw* then deceased, to hold to him and his heirs on the before-mentioned trusts; and by the said indenture, the said *Richard Paul Joddrell*, in consideration of 18*l.* enfranchised the said close, formerly called *Spencer's Croft*, but then called *Lockoe Croft*, containing by estimation two acres; and in consideration of the further sum of 2*l.* 12*s.* 6*d.* released the said *Francis Bradshaw* and his heirs, and the said close, from the payment of a chief-rent of 1*s.* 6*d.* payable to the said *Richard Paul Joddrell* as such lord of the manor.

Francis Bradshaw, esq. formerly of *Holbrook*, but now of *Barton-hall*, to whom this enfranchisement was made, is now the sole trustee of this charity.

The expense of this enfranchisement, in addition to the sum of 20*l.* 12*s.* 6*d.* paid to the lord of the manor, amounted to about 25*l.* To provide for this expense, Mr. Bradshaw sold a small allotment, containing about one rood, made to the charity upon the *Duffield Inclosure*, for 50*l.*, and the balance of the purchase-money remaining after these payments were made was distributed to the poor of *Holbrook*.

The quantity of land contained in the close, called *Spencer's*, or *Lockoe Croft* (which is situate in the town of *Belper*) though mentioned in the surrender

render of 15 Charles 2d. as being by estimation two acres, is stated to have been little more than one acre previously to certain parts of it being taken for the use of a turnpike-road, and for building a new church at Belper, as herein-after mentioned.

Holbrook.
—
Lockoe's Charity,
continued.

About 18 years ago a turnpike-road was cut through this close, by which about half a rood of it was taken for the use of the road, and the close was divided into two parts. The land thus taken was not paid for by the trustees of the road till some years afterwards, when the sum of 20*l.* 8*s.* 8*d.* was received for it by Mr. William Wilmot, the permanent overseer of Holbrook, for Mr. Bradshaw. Out of this sum an expense was defrayed of 2*l.* 11*s.* 11*d.* which had been incurred by Mr. Wilmot in searching the Duffield court-rolls, and obtaining an extract thereof at the desire of Mr. Bradshaw, and the residue, being 17*l.* 16*s.* 9*d.* was placed in the hands of John Radford, esquire, of Holbrook, who paid interest for it, which was distributed with the rent of the close till the year 1823.

In 1822, the erection of a new Church at Belper being in contemplation, a further portion of this land, containing 39 perches, and comprising nearly the whole of the smaller of the two portions into which the close had been divided by the turnpike-road, was sold by Mr. Bradshaw for that purpose, at a price calculated by the square yard, amounting in the whole to 83*l.*; this sum, with a small addition of 8*s.* 3*d.* for interest, and the before-mentioned sum of 17*l.* 16*s.* 9*d.* made in the whole 101*l.* 5*s.*, of which, the sum of 94*l.* 12*s.* 6*d.* was in April 1823, laid out in the purchase of 100*l.* new four per cents, in the name of Mr. Francis Bradshaw; 1*l.* 1*s.* 6*d.* was paid for a power of attorney to receive the dividends, and 5*l.* 11*s.* being the residue of the 101*l.* 5*s.*, was in May 1825, paid to Mr. John Radford and distributed to the poor.

The remaining part of the close, of which a few perches are situate on the same side of the turnpike-road as the new church, and the residue on the other side of that road, the whole containing about 3*r.* is now in the occupation of Robert Jackson, to whom it was let, as yearly tenant, by Mr. Bradshaw, at a very good rent of 6*l.* per annum.

Since Mr. Bradshaw ceased to reside at Holbrook, the income of this charity has been distributed for him by Mr. William Wilmot, under the superintendence of John Radford, esq. The present amount of the rent and of the dividends of the stock, being 10*l.* per annum, is given on St. Thomas's-day at Mr. Wilmot's house amongst the poor of Holbrook, in sums varying from 1*s.* to 3*s.* 6*d.*, larger portions being given to those who are old or infirm.

POTTERELL'S ALMSHOUSES.

This chapelry is entitled to partake of the benefit of Potterell's Alms-houses at Duffield, the particulars of which have been already stated.

Potterell's
Alms-houses.

TOWNSHIP OF SHOTTLE AND POSTERN.

DOOLEY'S CHARITY.

By Indentures of Lease and Release, bearing date 23d and 24th March 1749, Adam Simpson, in consideration of 75*l.* conveyed to William Toplis, and Richard Statham, and their heirs, a close containing by estimation 7*r.* at or near a place called Meadow Grove, in a field called Stancliffe Field, belonging to Bonsall; and two beast-gates, according to the new stint, upon a pasture belonging to Bonsall, called Bonsall Leys, and the green, and so much of the soil of the said pasture as should be rateable to the said beast-gates.

Shottle & Postern.

—
Dooley's Charity.

By lease, bearing date 25th March in the same year, these premises were demised by the said trustees to the said Adam Simpson for 21 years, at the yearly rent of 3*l.*

By Indenture, bearing date 27th March 1749, and inrolled in the Court of Chancery, between William Toplis, and Richard Statham, eldest son and heir of William Statham, of the one part; and Rebecca Dooley, widow and executrix of Ralph Dooley, deceased, of the other part, reciting, that the said *Ralph Dooley*, by his Will, bearing date 2d October 1738, gave to the said William Toplis and William Statham 40*l.* in trust, that they should immediately after the receipt thereof put forth, to the reading and writing-schools, such and so many of the poor children within the parish of Duffield as they should from to time take to be the greatest objects of charity, until they should have wholly

Shottle and Postern.

Dooley's Charity,
continued.

expended the said 40*l.* for the purposes aforesaid; and reciting that the said William Statham having died in the life-time of the testator, the said Rebecca Dooley was desirous of joining the said Richard Statham in the trust with the said William Toplis, and that she had paid the said legacy of 40*l.* to them, and to augment the said charity she had also given and paid to them the further sum of 35*l.* in order to have the said sums of 40*l.* and 35*l.* laid out in land to the intent to have the charity enlarged and made perpetual; and that for that purpose the said William Toplis and Richard Statham had, with the consent of the said Rebecca Dooley, contracted with Adam Simpson for the purchase of certain lands lying in Bonsall thereafter mentioned for 75*l.* and that upon that contract the said Adam Simpson had agreed to accept a lease of the said premises for 21 years from the 25th March then instant, at the yearly rent of 3*l.* and to pay all outgoings; and reciting the abovementioned indentures of lease and release of 23d and 24th March 1749, and the lease of 25th March 1749, the said William Toplis and Richard Statham declared that the said purchase-money being 75*l.* was made up of the two above-mentioned sums of 40*l.* and 35*l.*; and that the said conveyance and lease were made in trust that they should receive the rents and profits of the said premises half yearly, and should dispose of two third parts thereof in the education of such poor children only as they should judge to be the greatest objects of charity, whose settlement should be in the hamlet of Shottle aforesaid, and not elsewhere, in teaching them to read and write; and the remaining third part of the rents and profits to the minister or pastor for the time being of the society or congregation of protestant dissenters of the building, chapel or meeting-house in Wirksworth, for so long a time as the said society or congregation should subsist as a religious society of protestant dissenters of the holy gospel, and continue to meet and assemble together for the worship of God in such chapel or elsewhere in Wirksworth, or in the neighbourhood thereof; but in case it should thereafter happen that the said society or congregation should be dissolved and broken up, or that the law should disallow or prohibit the same society from meeting for religious worship, as protestant dissenters were then tolerated to do, then in trust that such remaining third part of the rents and profits should be applied for the same purposes as were thereinbefore mentioned concerning the two other third parts thereof.

The property belonging to this charity is understood to be now vested in Mr. Isaac Statham, as the grandson and heir of Mr. Richard Statham one of the original trustees. It consists of

1. A field in the parish of Bonsall, adjoining the Winster Road, containing 1½ A. in the occupation of Thomas Kirk, as yearly tenant, at the rent of 4*l.* per annum.

2. Three acres of land on Bonsall Leys, being an allotment in lieu of the rights of common thereon, mentioned in the conveyance of 1749, in the occupation of Widow Smedley, as yearly tenant, at the rent of 4*l.* per annum. This land is at present undivided from an adjoining piece of land belonging to the tenant, but there are boundary-stones to show the division of the property.

3. A piece of land, containing about one acre, on Bonsall Moor, being an allotment in respect of rights of common on that moor, which belonged to the charity land, in the occupation of Thomas Hall, as yearly tenant, at the rent of 1*l.* per annum. This land is also undivided from the fields to which it adjoins, and there are no boundary-stones. The division of the property ought to be marked out.

All the above-mentioned rents, amounting in the whole to 9*l.* per annum, are considered to be the full value of the respective premises, having been raised to that amount about 10 years ago from 6*l.*

An old school in the township of Shottle, which was built on the waste more than 50 years ago, was in 1824 converted into a dwelling-house for the school-master, and a new school, consisting of two apartments, one for boys and the other for girls, was erected at the expense of the inhabitants, for the general benefit of the children of the township. The rents are received by Mr. Isaac Statham, and two thirds thereof are paid to the master of the above-mentioned school, which is under the management of a committee of the inhabitants, who appoint as many poor children to be taught in respect of this payment as the amount thereof will admit of, according to the master's usual charge for scholars, and he is also paid for the instruction of other poor children out of the *poors-rates*.

The

The remaining third part of the rents has been paid to the minister of a dissenting congregation attending at the chapel at Wirksworth, mentioned in the foundation-deed. Shottle and Postern.

CHARITIES OF CHRISTIAN COUNTESS OF DEVONSHIRE, AND WILLIAM
EARL OF DEVONSHIRE.

The statement of the particulars of these charities, which extend to various places in the county of Derby, is necessarily deferred to a future Report.

Charities of
Christian Countess
of Devonshire, &c.

The annual sum of 4*l.* is received by the overseer of this township, to be applied in apprenticing poor children, from W. J. Lockett, esq. as the agent of the Duke of Devonshire, who is the owner of nearly all the lands in the township. Formerly a separate account was kept of the expenditure of this annual sum in putting out apprentices, but of late years it has been carried to the overseer's general account, from which children are frequently apprenticed at a larger expense on an average (as it is stated to us) than 4*l.* per annum. It is proper, however, that a distinct account should be kept of this expenditure.

CHAPELRY OF TURNDITCH.

WALKER'S CHARITY.

The Will of *John Walker*, dated in 1691, whereby he charged lands in Turnditch with the payment of 20*s.* per annum to the minister of Turnditch, and 20*s.* per annum to the poor of Turnditch and Cowhouse-lane, has been already stated in the account of the charities of the parish of Bradley.

Turnditch.
Walker's Charity.

Mr. William Statham, as the owner of the lands charged with these sums, pays 20*s.* a year to the minister of Turnditch for his own use, and 10*s.* a year to the overseer of the poor thereof, which is given away at Christmas amongst poor persons of the chapelry, in sums of 1*s.* each; and Mr. Statham himself distributes the remaining 10*s.* amongst the poor of Cowhouse-lane, which consists of a number of houses on each side of the turnpike-road, in several of the townships of the parish of Duffield.

GISBORNE'S CHARITY.

The particulars of the Rev. *Francis Gisborne's* charity have been stated in the account of the charities of the parish of Bradley. Gisborne's Charity.

The distribution of the sum of 5*l.* 10*s.* the portion of Turnditch, received from the trustees, is made in the same manner as in Belper, the same clergyman being the minister of both chapelries.

TOWNSHIP OF WINDLEY.

LEES'S CHARITY.

In the Parliamentary Returns of 1786 it is stated that Mrs. *Lees* gave 10*l.* to the poor of this township, which produced 8*s.* a year interest.

This sum is now in the Derby Savings Bank. The interest, being 8*s.* per annum, is received by John Crompton, esq. and distributed annually, either by him or the overseer of the poor, amongst four or five poor widows of the township not receiving relief.

Windley.
Lees's Charity.

PARISH OF EDLASTON AND WYASTON.

FROST'S CHARITY.

It is stated on a benefaction table in Edlaston church, that *George Frost*, by his Will, in 1694, devised 10*s.* a year to the poor of Edlaston and Wyaston, to be payable out of two pieces of ground called the Little Hales and the Riddings, and it is added, that on an inquisition taken at Derby, by Commissioners of Charitable Uses in 1728, it was found that the said George Frost had no power to charge the charity on the Little Hales, but that he had power to charge it on the Riddings, which then stood chargeable therewith; and that the said annual sum was to be paid yearly on St. Thomas's-day, to the churchwardens of the parish, and by them distributed to the said poor.

This annual sum of 10*s.* is paid by William Greaves, esq. out of two fields in Wyaston, called the Riddings.

This sum, together with 6*s.* 8*d.* arising from Calvert's charity, and 7*s.* paid out of the poor's rates, as the interest of North's charity, are distributed shortly after Christmas amongst the poor persons of the parish by the overseers, in sums of 2*s.* or 2*s.* 6*d.* to each.

Edlaston and
Wyaston.
Frost's Charity.

CALVERT'S CHARITY.

Edlaston and
Wyaston.
—
Calvert's Charity.

It is stated on the same table, that *Humphrey Calvert*, devised to the said poor 6*s.* 8*d.* yearly, for ever, usually paid at Christmas, and issuing out of a piece of ground in Clifton, called the Little Wood, lying on the right-hand of the road leading from Clifton to the Bank Top, which was to be distributed at the discretion of the head officers of the parish.

This annual sum of 6*s.* 8*d.* is now paid by John Bestwick, the tenant under James Godfrey De Bourgh, esq. of a field containing about an acre, called Littlewood, in Clifton, a township within the parish of Ashborne.

It has been supposed that the field out of which this annual payment, and two other payments of the same amount to the poor of the township of Clifton and the chapelry of Yeaveley are made, was given by this donor's will, to the intent, that the rents and profits thereof might be divided amongst the poor of these three places, but as we are not able to ascertain the time of his death, no search can be made for his will. It appears, however, that the field in question consists of indifferent land, and that a road passes through it, and it is stated not to be worth more than 1*l.* per annum, the amount now divided amongst the poor of the three places.

The application of this annual sum of 6*s.* 8*d.* has been already stated in the above account of Frost's charity.

NORTH'S CHARITY.

North's Charity.

It is stated on the same table that *Florence North*, gave 7*l.* to the said poor, to be put out to interest, which was to be applied in buying bread, to be distributed according to the direction of the head officers and inhabitants of the said parish, and it is added that the principal sum was in the hands of the inhabitants.

The annual sum of 7*s.* as the interest of this 7*l.* is now paid by the overseers of the poor out of the poors rates.

It is not laid out in bread as directed, but is distributed in money with Frost's charity as above stated.

WATERHOUSE'S CHARITY.

Waterhouse's
Charity.

It is stated on the same tablet, that Mr. *Waterhouse* left 3*l.*, the interest thereof to be yearly for ever, at Easter, applied in buying bread, to be distributed to the poor in manner aforesaid. This principal sum is also there mentioned to be in the hands of the inhabitants.

The annual sum of 3*s.* is paid out of the poors rate, as the interest of 3*l.* given by Mr. Waterhouse, and laid out by the overseers in penny rolls, which are distributed by them on Easter-day, or the Sunday after, amongst poor persons of the parish.

KIRKLAND'S CHARITY.

Kirkland's Charity.

Paul Kirkland, by his Will, bearing date 12th April 1714, and proved at Lichfield in the same year, gave a yearly rent of 20*s.* tax-free, to be issuing for ever out of his messuage and lands in Wyaston, to the minister, rector, or curate of the parish of Edlaston and Wyaston, to be paid on 29th June and 25th January by equal portions, for preaching on each of those days a sermon in the church of that parish; and he directed that if such sermon should not be there preached on each of the said days, the said sum should be distributed amongst the poor of the said parish on the day next following; and he gave another yearly rent of 5*s.* to be issuing out of the said premises, to the parish clerk of Edlaston and Wyaston for ringing the bells and attending service on those two days; and he gave to his wife, for life, all his messuages and lands in Wyaston or elsewhere, subject to the said yearly payments; and after her decease, he gave the same, subject as aforesaid, to Daniel Morley, of Ashborne, and John Hurd, the younger, of Stydd, upon trust, that one moiety of the rents and profits thereof should be distributed half yearly or otherwise, to, for, and amongst the poor of the parish of Edlaston and Wyaston for ever, at the discretion as to the distribution thereof, of the said Daniel Morley and John Hurd, or the survivor of them, and his heirs and assigns, with the overseers of the poor there, or one of them for the time being; and that the other moiety of the rents and profits thereof should be distributed half yearly or otherwise to, for, or amongst the poor of the villages or hamlets of Yeldersley and Painter's-lane, in the parish of Ashborne, at the like discretion as to the distribution thereof, of the said trustees, together with the overseers of the poor there, or one of them, for the time being; with a proviso, that the trustees and the survivor of them, his heirs and assigns, might deduct out of each particular share

of the said rents and profits, all such costs and charges as they might be put to in receiving such share of the rents and profits; and he appointed the said Daniel Morley and John Hurd his executors.

The premises at Wyaston given by this donor's will consist of a farm-house and out-buildings, which have been lately put into good repair, and 33A. OR. 9P. of land (according to a late admeasurement) in the occupation of John Cope-stake, as yearly tenant, at a fair rent of 52*l.* per annum.

The rent is paid by the tenant half-yearly, at Midsummer and Christmas, and of each half-year's rent the sum of 12*s.* 6*d.* is received by the overseers of the parish of Edlaston and Wyaston, and paid over according to the donor's directions, 10*s.* thereof to the minister who preaches the sermons on the days mentioned in the will, and 2*s.* 6*d.* to the clerk for his attendance. Of the residue of the half-year's rent one moiety, being 12*l.* 13*s.* 9*d.* is also received by the same overseers, and the other moiety by the overseers of Yeldersley.

The moiety received by the overseers of Edlaston and Wyaston, for the half-years ending at Christmas 1825, and Midsummer 1826, was distributed shortly after the receipt thereof in each half-year, amongst poor persons of the parish, widows, and labourers having large families, and, with few exceptions, supporting themselves without relief from the parish.

The application of the moiety distributable to the poor of Yeldersley and Painter's Lane will be noticed in a future Report amongst the charities of the parish of Ashborne.

Previously to the year 1821 the distribution was made in the same manner as at present. From that year to Midsummer 1825, the portions of the rent applicable to the poor both of this parish and of Yeldersley, were carried to the general account of the overseers of each of those places respectively, and no regular distribution thereof was made. This mode of application appears to us to have been improper, and not in conformity with the donor's intentions; but it is stated that during that period sums were paid by the overseers in respect of the rents so received by them to poor persons who would not have been entitled to relief from the parochial funds.

It is understood that the survivor of the trustees named in Paul Kirkland's will was Mr. John Hurd, and that the legal estate in the property of the charity became vested in Mrs. Lydia Brooks, whose maiden name was Hurd, and who acted as a trustee of the charity to the time of her death in 1817.

About the year 1810 there was a fall of timber on the lands of this charity, and the produce thereof, being 185*l.* was received by Mr. George Williamson Greaves, a solicitor of Ashborne, on behalf of Mrs. Brooks the trustee, and for this sum Mr. Greaves paid interest for some years to the respective overseers of Edlaston and Yeldersley; but it does not appear that he gave any security for the money. In 1818 he accounted with the overseer of Edlaston for three years interest on one moiety of the above-mentioned sum due in that year, and in 1819 he paid to the overseer of Yeldersley, two years interest on the other moiety due in 1817. In 1821 Mr. G. W. Greaves made an assignment of his effects for the benefit of his creditors, but no dividend had been received at the time of our investigation (July 1826) and it was not expected that more than 1*s.* in the pound would become payable under that assignment.

It appears to us that Mrs. Brooks acted negligently in permitting this money to remain unsecured in Mr. Greaves's hands, and the more so as we are informed that applications were made to her to call it in by the overseers of the places entitled to the benefit of the charity. After Mr. Greaves's assignment, Messrs. Johnson and Wise, solicitors of Ashborne, being employed by the overseers, applied to the Rev. Ley Brooks, the son and heir, and also the administrator of Mrs. Brooks, for payment of the amount of the timber-money which had been in Mr. Greaves's hands, in answer to which, Mr. Brooks stated that he did not consider himself liable to make good the loss thus sustained, as the timber was cut down, and the money for which it was sold received, many years before the trust devolved upon him, and that his mother left no assets. It was also ascertained, that on Mr. Brooks's taking out letters of administration to his mother, her effects were sworn to as being under the value of 50*l.*

We have received a communication from the Rev. Ley Brooks, to the same effect as the above, and we fear that under these circumstances, the money which was placed in Mr. G. W. Greaves's hands, must be considered as lost

Edlaston and
Wyaston.Kirkland's Charity,
continued.

to the charity, except such small part of it as may be received upon any dividend to be made of his effects.

Mr. Ley Brooks, who resides at Lichfield, has since his mother's death acted in the management of the property of this charity, as being the heir of the surviving trustee.

It appears to us that it would be for the advantage of the charity that an appointment should be made of new trustees, to be selected from the places entitled to the benefit of the charity, or the immediate neighbourhood thereof, and having made a suggestion to this effect to Mr. Ley Brooks, we have been informed by him that he will adopt measures for this purpose. We have also recommended that regular accounts should be kept of the future distributions of the charity, in books to be provided for that purpose.

In addition to the above-mentioned fall of timber, a few trees were cut on the charity-lands in 1822, and sold for rather more than 5*l.* which was applied in paying for draining the lands; and in 1824, there was a further sale of timber to the amount of 75*l.* out of which the expense of repairing the farmhouse and buildings was defrayed, and the residue being 24*l.* remained at the time of our inquiry, at the bank of Messrs. Arkright and Co. A part of this sum will be required for the expense of the intended new trust-deed, and it is proposed to reserve the overplus as a fund for future repairs.

PARISH OF ETWALL.

ETWALL HOSPITAL, AND REPTON FREE-SCHOOL.

Etwall.

Etwall Hospital
and Repton Free-
School.

Sir John Port, knight, by his Will, bearing date 9th March 1556, devised certain lands to Sir Thomas Gifford, knight, and four others, whom he appointed the executors of his will, and their heirs, for the foundation of an almshouse at Etwall, and a grammar-school at Etwall or Repton, in the county of Derby; and directed that his said executors should, by licence from the Crown and other assurances, amortize to the use of the said school the said lands; and he also directed that his issue male, and his heirs, should have, for ever, the rule of the said school, and the putting in of the schoolmaster and usher; and if he had no issue male, then his said executors, during their time, and after their decease the testator's heirs, or such as he should by deed appoint.

By Charter of King James the First, granted in the 19th year of his reign, upon the petition of Henry Earl of Huntingdon, Philip Lord Stanhope, and Sir Thomas Gerard, bart., then the co-heirs of the said Sir John Port, the master and poor men of the hospital which had been built at Etwall, and the schoolmaster, ushers, and poor scholars of the school which had been built at Repton, were incorporated by the name of "The master, schoolmaster, ushers, poor men, and poor scholars of the hospital and free-school of Sir John Port, knight, in Etwall and Repton, of the foundation of the said Sir John Port," and were thereby empowered to take certain lands therein mentioned from Sir John Harpur, knight, to whose father, and others, these lands had been conveyed or assured, and from Sir Thomas Gerard, knight, or any others that had power to convey the same. And it was thereby ordained, that the master of the said hospital should receive the rents and profits of the lands of the said hospital and school, and make the payments mentioned in the orders thereunto annexed; and that to the intent that the said revenues might be more carefully and faithfully disposed, there should be from time to time one or more governor or superintendent governors or superintendents over the said hospital and school, and over the said master, schoolmaster, usher, poor men, and poor scholars, who should have power and authority to correct and reform abuses in the said master, schoolmaster, &c., in the governing and disposing of themselves, or of their lands or revenues, according to the ordinances annexed, and should have power to make other laws and ordinances; and it was ordained, that the said Sir John Harpur should be the first governor and superintendent, and that after his death the said Henry Earl of Huntingdon, Philip Lord Stanhope, and Sir Thomas Gerard, and their several heirs, for ever, should be governors and superintendents of the said hospital and school.

The present heirs of the above-mentioned Earl of Huntingdon, Lord Stanhope, and Sir Thomas Gerard respectively, are the Marquis of Hastings, the Earl

Earl of Chesterfield, and Sir William Gerard, bart.; and we apprehend that such a power of government over the hospital and school is vested in them as excludes these charities from our investigation.

Etwall.

CHARITIES OF EDWARDS AND OTHERS.

In an old parish-book it is stated that *John Edwards* gave 20*l.*, the interest thereof to be distributed amongst the poor of the parish of Etwall:

That *Ellis Cunliffe* gave 20 marks, to be distributed to the poor of Etwall, such as were ancient and infirm, at the discretion of the vicar, on Christmas-day:

That Mrs. *Alice Cunliffe* gave 10*l.* in like manner:

That Mrs. *Joyce Harpur* gave 10*l.* to the poor of Etwall, the interest to be paid at Christmas:

And that Dr. *Chetham* gave 40*l.*, the interest thereof to be distributed amongst the poor of the parish of Etwall.

The amount of these charities, with an addition by the parishioners, the whole amounting to 100*l.*, was laid out many years ago on a security of the Derby and Uttoxeter turnpike-road, which now bears interest at five per cent.

Two thirds of this interest, and of the income derived from Jennings's and Saxton's charities, are annually distributed by the churchwarden and overseer of the township of Etwall, amongst such poor persons thereof as are considered the most proper objects, in sums varying from about 2*s.* to 5*s.* The remaining third is distributed in a similar manner by the overseer of the township of Burnaston, within this parish, amongst the poor thereof. These distributions take place, not at the times specified by the donors, but usually about midsummer.

JENNINGS'S CHARITY.

John Jennings, by his Will, bearing date 4th August 1657, devised all his lands in Hilton to John Berrisford and Francis Walker, and their heirs, upon trust, forth of the profits thereof to pay 20*s.* yearly on 25th December to the poor of the parish of Etwall, and 20*s.* yearly on 24th June to the poor of the parish of Swarkston, for ever, and the rest of the profits thereof he gave to his wife for life, with remainders over.

Jennings's Charity.

The annual sum of 20*s.* payable to Etwall, is now paid by Mr. William Martin, out of two houses, and an orchard at Hilton belonging to him, which he purchased of a Mr. Heath.

It appears from the Parliamentary Returns of 1786 that an annual sum of 20*s.* was at that time paid by a person of the name of Heath.

SAXTON'S CHARITY.

It is stated in the before-mentioned old parish-book that *John Saxton* gave by Will 20*s.* to be paid yearly out of a piece of land called the Ipcroft, to the poor of the parish of Etwall, to be disposed of at the discretion of the minister and churchwardens the week before Easter.

Saxton's Charity.

This annual sum of 20*s.* is paid by the Rev. William Heacock, in respect of a field in the township of Etwall, containing about 15 acres.

The application of the two last-mentioned charities has been stated in the above account of the charities of Edwards and others.

HEACOCK'S CHARITY.

In the same book it is stated that *Robert Heacock* gave 10*s.* to be paid yearly on 25th December, one half to the poor of Etwall, the other half to the poor of Burnaston, which was paid by Mr. Ensor of Marston.

Heacock's Charity.

Mr. George Beer, of Hilton, produced to us the copy of a conveyance, dated 29th June 1765, from William Hackett, Thomas Hackett, Sampson Hackett, Mary Hackett, and Ann Hackett, to Sampson Hackett, (uncle of the said conveying parties,) of a moiety of a farm at Hilton, which farm had been left in equal moieties by the will of William Hackett, dated in 1763, one moiety to his brother Robert for his life, and after his death to all the said Robert's children, (except Sarah and Robert,) and their heirs, as tenants in common, which children were the said William, Thomas, Sampson, Mary and Ann Hackett; and the other moiety to the said Sampson Hackett for life, and after his death to all his children, as tenants in common, and of which farm a partition had been made between the said parties, under a writ *de partitione faciendâ*, by the sheriff and a Jury, the lands by the sheriff assigned to the said Sampson Hackett, the uncle, in respect of his

moiety

Etwall.

Heacock's Charity,
continued.

moiety, being by the said jury charged to continue for ever liable to the payment of 10s. a year to the poor of the parish of Etwall, and 10s. to the poor of the townships or hamlets of Marston and Hilton, with which payments the whole farm had been theretofore charged. In the covenant against incumbrances in this conveyance of the moiety of the lands assigned to the said William Hackett and others there is excepted the said annual sum of 20s. payable to the said townships of Marston, Hilton, and Etwall.

We are informed that between 20 and 30 years ago there was a dispute between the inhabitants of Etwall and those of Burnaston, each contending that the poor of their respective townships were entitled to the above-mentioned annual sum of 10s., and that searches were made for Mr. Heacock's will, both at Doctors Commons and at Lichfield, but without effect. It is probable that the parties had not access to the above-mentioned conveyance of 1765, as the point was given up to Burnaston.

This annual sum of 10s. was paid by Mr. Thomas Ensor, of Hilton, for distribution to the poor of Burnaston, in respect of a house, garden and orchard at Hilton (being part of the property conveyed to Sampson Hackett in 1765). The payment was continued till about two years ago, when Mr. Ensor sold his premises to Mr. John Bryan, of Hilton, from which period to the time of our investigation the annuity had not been paid, in consequence of a dispute between the parties as to their respective liabilities to pay it.

SCHOOL.

School.

An annual sum of 4*l.* has been for many years paid by the owners of an estate at Etwall, belonging to the Cotton family. It is not known from whose gift this payment is derived, but it is considered to be a charge on some part of that estate.

In the returns of 1786 it is mentioned as having been given by deed, but the date is not there stated.

This annual sum of 4*l.* is now paid by Mrs. Beer, Mrs. Cotton and Mrs. Cockburn, the present owners of the estate, to a schoolmaster of Etwall, appointed by the parishioners, who teaches in respect thereof four poor children of the parish nominated by those ladies, in a school-room, which, with a house for the master, has been lately built at the expense of the corporation of Etwall hospital and Repton school, on a new site, in lieu of an old school-house which stood near the Etwall hospital.

PARISH OF KEDLESTON.

Kedleston.

Baskerville's
Charity.

BASKERVILLE'S CHARITY.

Edward Baskerville, by his Will, bearing date 20th February 1713, as appears from a tablet in the church at Kedleston, directed that all the residue of his personal estate, over and above what he had thereinbefore disposed of, should be put out and secured at interest, and the produce thereof disposed of to the most charitable uses as his trustees should think fit; and he desired that the minister for the time being, and Mr. Isaac Hutchinson of Kedleston, his heirs and assigns, for ever, should be trustees for the same.

At the foot of the tablet it is stated, that the residue of the testator's personal estate, all legacies and charges being paid, amounted to 50*l.*

The sum of 50*l.* appears to have been invested in the three per cent. consols, and subsequent accumulations of the dividends have been added thereto. The stock belonging to the charity now amounts to 131*l.* 9*s.* 1*d.* standing in the name of the honourable and Rev. David Francis Curzon, the present rector. The dividends, amounting to 3*l.* 18*s.* 10*d.* per annum are received by Mr. Curzon's banker; but the management of the charity has of late years been committed to his curate.

The income has been usually applied towards placing out apprentices, but in consequence of a want of applications on the behalf of poor children, the number in the parish being very small, a considerable balance has accrued. It will be observed, however, that the testator has not confined the application of his charity to this particular purpose.

On

On 9th August 1826 there was a balance in hand amounting to 35*l.* 6*s.* 9*d.*; but it is stated that there are some poor children in the parish who will probably be thought fit objects to be placed out apprentice from the charity, in a short period.

A sum of 14*l.* 2*s.* out of the above-mentioned balance had been, shortly before our inquiry, applied in part payment of the expenses of putting up a stove for warming the church of Kedleston; but upon our suggesting that this appeared to be an improper application, that sum has been replaced to the account of the charity.

QUARNDON SCHOOL.

The poor of this parish are entitled to the benefit of the School at Quarndon, an account of which will be found in a subsequent part of this Report.

Kedleston.

Baskerville's
Charity,
continued.

Quarndon
School.

PARISH OF LONGFORD.

SIR ROBERT COKE'S ALMSHOUSE.

Sir Robert Coke, of Longford, baronet, by his Will, bearing date 23d April 1687, and proved in the Prerogative Court of Canterbury in 1689, gave to David Morton, D.D., rector of Longford, Christopher Lea of Matherfield, in the county of Stafford, gentleman, and John Adderley of Derby, gentleman, their executors, &c. All his manors, messuages, cottages, lands, tenements, tithes and hereditaments in certain places therein mentioned, in the county of Suffolk, and the county Palatine of Lancaster, and in Longford, and elsewhere in the county of Derby, from the day of his death, for the term of 1000 years, on trust, for certain purposes therein mentioned; and on further trust, that they should, out of the rents and profits of the said premises in Longford, with all convenient speed after his decease, erect one hospital, containing six bays of building, of bricks or stone, and covered over with tile or slate, every bay containing sixteen feet square, and twelve feet high on the wall, and chambered over, with six chimneys, and staircases and doors to enter into the same, and fitted for the habitation of six poor people, in some convenient place near his dwelling-house in Longford aforesaid, and should set forth one half acre of land to be adjoining the said hospital, divided into six several gardens, one whereof should be laid to each of the said habitations, and be held with the same during the term aforesaid; and on further trust, that six poor ancient men and women, inhabitants within Longford, or some of the four next towns adjacent to the town of Longford, should be placed in the said hospital as soon as the same should be finished, the said poor persons to be approved and allowed of by his heirs and assigns of his said estate in Longford; and as any of the said poor people should die, or for miscarriage be removed, he directed that the place of such person should be supplied by some other poor person to be chosen out of some of the towns aforesaid, and to be approved and allowed of as aforesaid; and on further trust, that the said David Morton, Christopher Lea, and John Adderley, their executors, &c. should, out of the rents and profits of the said premises in Longford, pay weekly to every of the said poor people placed in the said hospital 2*s.* a piece for their diet, and 6*d.* weekly, a-piece, for their fuel, and every year give to each of them a gown of good gray cloth faced with blue baize, of the value of 20*s.*; and should, out of the rents and profits of the said premises in Longford, at all times maintain, repair, and uphold the said hospital with all necessary repairs, and pay, yearly, to the vicar of Longford for saying prayers with the said poor people daily, 10*l.* And after charging the said premises at Longford with other annual payments to individuals, he directed that as soon as his said trustees should be reduced to the number of two, by death or otherwise, they should from time to time assign their estate in the premises to three other persons to be appointed by his heirs and assigns, of the said premises in Longford, and the surviving trustees, or the major part of them, with like limitations as were before expressed in his will; and he also directed that if his heirs or assigns should at any time thereafter refuse to approve of and allow any poor person to be placed in any void place in the said hospital without reasonable cause, his trustees for the time being, or the major part of them living, might approve or allow of such person, if they, or the major part of them, should think them fit to be placed in the

Longford.

Sir Robert Coke's
Almshouse.

Longford.
 Sir Robert Coke's
 Almshouse,
continued.

said hospital. And that his said trustees for the time being, or the major part of them, should have full power and authority, with the consent of his heirs and assigns, for any just or reasonable cause, to displace any of the said poor people and place others in their rooms, according to their good discretions. And he directed, that in case there should be any surplusage of the rents and profits of the said premises in Longford, over and above the several payments and charges aforesaid, his said trustees should permit his heirs and assigns to take and receive the same to their own uses.

It does not appear that any appointment of new trustees has ever taken place under the provision of the donor's will for that purpose.

The almshouse at Longford, built in pursuance of his directions, contains six dwellings of two rooms each, under one roof, with a garden behind it, divided amongst the almspeople, and a yard in front.

The almshouse is repaired by Edward Coke, esquire, of Longford-hall, and is in good condition, and the almspeople, all of whom are at the present time women, are appointed by him; Mr. Coke pays to each almswoman 2s. 6d. a week for diet and fuel, and 1*l.* a year for a gown, the whole amounting to the annual sum of 45*l.* He also pays 10*l.* a year to the vicar of Longford, as directed by the will, for saying prayers daily with the almspeople, but no such daily service is now performed.

LADY COKE'S SCHOOL.

Lady Coke's
 School.

Dame *Katherine Coke*, by her Will, bearing date 1st December 1688, and proved in the Prerogative Court of Canterbury in 1689, gave all those closes and lands situate in Rodsley, in the county of Derby, called Finnes, and Red Lane Ends, to the churchwardens of the parish of Longford and their successors for ever, on trust, to pay the rents and profits thereof to the use of her niece Anne Dartiquenave, for life, and after the decease of her said niece, on trust, that the rents and profits of the said closes should for ever be employed in the keeping poor children of the said parish of Longford to school, to learn to read or work, and in putting out poor children of the same parish apprentices, in such manner and to such callings, as the heir male of her late husband Sir Edward Coke, and the rector and vicar of the same parish for the time being, or any two of them, should order or appoint.

There is an ecclesiastical rector, and also a vicar of Longford, neither of whom at the present time reside there, and the property appears to have been for a long time under the management of the Coke family.

The premises given by the above-mentioned clause of Lady Coke's will consist of,

1. Four fields at Rodsley, called the Finnes, in the occupation of Mr. William Redshaw, two of which, called the Finne Meadow, and the Finne Close, containing together about 10 acres, are arable land; and the other two, called the Finne Know, containing about 11 acres; and the Slang, containing about five acres, are pasture. These fields are occupied by Mr. Redshaw, as forming part of a farm held by him as yearly tenant of Edward Coke, esq. at one entire rent, of which no specific portion is reserved in respect of the lands of the charity.

A few years ago the above-mentioned field called the Slang was, for the convenience of the tenant, fenced off from an adjoining field, also in his occupation under Mr. Coke, called the Water Meadows, or the Ewen Moor. Mr. Coke informs us, that the boundary between these fields appears, from a map of the Longford estate, dated in 1763, to have been a brook, which runs in a serpentine course. The new fence having been made in a straight line, a part of the Finnes is now inclosed with the Water Meadows, and a part of the Water Meadows with the Finnes, and it seems that a larger portion has thus been taken from the Finnes than has been added to it, but the ancient boundary as marked in the map of 1763 is still shown by the course of the brook. It is stated that a considerable expense has been incurred both by Mr. Coke and the tenant, in draining and improving the Finnes, but that the land is still of an indifferent quality. These lands are subject to tithe.

2.—A plantation consisting chiefly of fir-trees, adjoining to the Finne Know and the Slang, containing about five acres, in the occupation of Edward Coke, esq., producing no yearly profit, and for which no rent has been paid.

This

This plantation is said to have been made about 40 years ago, the land on which it stands being unproductive. Mr. Redshaw states, that in his opinion if this land were now cleared from the trees it would not be worth cultivating.

3.—A pasture field at Rodsley, called the Red Lane Ends, containing about five acres, and now divided into two parts, in the occupation of John Rowlinson, as yearly tenant under Mr. Coke, at a fair rent of 10*l.* per annum.

There are no buildings on any of the above-mentioned lands.

All the rents of the Finnes, as being included in those of Mr. Redshaw's farm, and the rents of the Red Lane Ends, have been received by Mr. Coke, who has hitherto paid 16*l.* per annum to a schoolmaster of Longford, for teaching 20 poor children of the parish of Longford, appointed by Mr. Coke, to read, and also 4*l.* per annum to a schoolmistress of Rodsley, for teaching poor children of that township to read.

The schoolmaster teaches the children instructed in respect of this charity, together with other scholars, for whose education he is paid by their parents, in a school-room at Longford, and occupies, rent-free, a garden and croft attached thereto, of the annual value of about 2*l.* These premises (which we are informed, appear as if they had originally formed part of the waste of the manor) have for a long time been used and occupied in the same manner as at present, but we have not been able to hear of the existence of any document showing a grant of them for this purpose. The school-room is repaired by Mr. Coke.

No children have for many years been apprenticed from this charity.

There can be no doubt that under Lady Coke's will the whole rents and profits of the lands thereby given ought to be applied to the purposes pointed out by her. It is probable that 20*l.*, being the amount of the above-mentioned salaries of the schoolmaster and schoolmistress, was at the time when they were fixed considered a fair rent for the trust-premises; and in the Parliamentary Returns of 1786, the annual income of this charity is stated to be only 16*l.* 2*s.*, so that there appears to have been an augmentation of the payments since that time. But as the value of the property has increased, it is proper that a new arrangement should be made. The rent of 10*l.* paid to Mr. Coke for the Red Lane Ends may, we apprehend, be taken as a fair measure of the annual value of that part of the property, but there seems to be more doubt as to the annual value of the Finnes. Mr. Coke has stated to us that he is willing for the future to be considered the tenant of the whole of the trust-lands, at the rent of 30*l.* per annum, (which, in his opinion, is their full value, and more than another person would give,) thus allowing 20*l.* as the rent of the Finnes, including the plantation. The information which we received from other quarters tends to show that the Finnes are worth as much as 25*l.* per annum. As there are no buildings on these lands it may perhaps be advantageous to the charity that they should be occupied by the tenant under Mr. Coke of the adjoining farm, but there can be no doubt that a fair rent ought to be paid for them whoever may be the occupier.

Mr. Edward Coke not being the heir male of Sir Edward Coke, is not in strictness one of the persons entitled to the management of the charity under Lady Coke's will; but as that gentleman lives at Longford Hall, and as neither the rector or vicar are at present resident in the parish, it may probably be the most beneficial course that it should be conducted under the joint superintendence of Mr. Edward Coke, as representing the heir male, and of the resident curate of Longford.

For the future management of this charity, it appears to us that a regular account ought to be kept by the persons having the superintendence, of the receipts and disbursements of the rents of the lands; that due attention should be paid by them to the directions of the testatrix; and that so much of the income as may be considered by them necessary should be applied in keeping poor children of the parish at school, and the residue disposed of in apprenticing such children.

Whenever any trees are cut in the before-mentioned plantation they ought to be sold, and the produce carried to the account of the charity.

Longford.

Lady Coke's
School,
continued.

TOWNSHIP OF HOLLINGTON.

HOLME'S CHARITY.

Hollington.
Holme's Charity.

The Parliamentary Returns of 1786 state that *Joseph Holme*, by his Will, in 1768, gave 1*l.* per annum for teaching poor children of this township, then vested in Thomas Gilman.

We are informed by Mr. William Gilman, that this Thomas Gilman was his grandfather, and that an estate at Hollington was left to him by Joseph Holme's will, subject to the payment of 1*l.* per annum for the above-mentioned purpose; that part of that estate is now in the possession of John Gilman, also a grandson of the said Thomas; and that the said John Gilman pays 1*l.* per annum to the schoolmaster at Longford, for teaching two poor children of Hollington to read.

We have not seen Mr. Holme's will, but if the above account of it be correct, the gift contained in it of 1*l.* per annum is void, as being a charge on land made by will since the statute 9 Geo. II. c. 36.

TOWNSHIP OF RODSLEY.

ANNUITY OF 20*s.*

Rodsley.
Annuity of 20*s.*

A writing was produced to us, purporting to be a copy of an Indenture, dated 1st June 1666, and to have been taken from the original in 1791, whereby John Sherwin the elder and John Sherwin the younger, in consideration of 420*l.* conveyed to Thomas Hood, and his heirs, a messuage and tenement in Wyaston, then in the tenure of John Sherwin the younger, and six closes therein specified, and another messuage and two crofts in Wyaston. In the covenant against incumbrances is excepted "a yearly rent of 20*s.* payable to the poor inhabitants of Rodsley."

An annual sum of 20*s.* is now paid by John Webster, the tenant of a farm at Wyaston, belonging to Dr. Greaves, to Mr. Francis Philips, a farmer at Rodsley, who distributes it in moieties, at two different times in the year, amongst ten poor people of Rodsley.

PARISH OF MARSTON ON DOVE.

THOMAS WOOLLEY'S CHARITY.

Marston-on-Dove.
Thomas Woolley's
Charity.

Thomas Woolley, by his Will, bearing date 10th March 1667, bequeathed 50*l.* to buy land or a rentcharge, the yearly increase thereof to be by his executors and their heirs distributed to 20 of the most honest, necessitous and antient poor inhabitants of the parish of Marston, at two such times in the year as they should think fit.

In an indenture of feoffment, bearing date 16th September 1731, (whereby certain premises were settled upon trustees in respect of the following charities of John, Adam, and William Woolley), it is recited that many years since there was purchased with the above-mentioned legacy of 50*l.* by the executors or heirs of the said Thomas Woolley, of the ancestors of Sir Robert Pye, bart. or some other person, a rentcharge of 50*s.* per annum, then payable and issuing out of an estate of the said Sir Robert Pye, at Hoon near Marston, which had been in some sort distributed to the poor of the town or parish of Marston by some of the inhabitants there undertaking to manage the said charity; and it was further recited, that John Woolley, Arthur Woolley, John Woolley and Thomas Yates (parties to the said indenture) were desirous that the said rentcharge of 50*s.* per annum should be properly administered and disposed of according to the intent of the said testator; and had found, that they, or some or one of them, had the trust vested in them, some or one of them; and it was thereby agreed between the parties thereto that the above-named trustees, and their heirs, executors, &c. should receive the said rentcharge to be employed, distributed and disposed of as directed by the will of the said testator.

In the subsequent conveyances of the premises settled on the above-mentioned trustees, the rentcharge of 50*s.* is not included, and we have not been able to discover any further documents relating thereto.

An annual sum of 2*l.* 13*s.* 4*d.* is now paid by the overseer of the poor of the township of Hoon and Hoonhay, out of the poor-rates of that township, to the overscer of the township of Marston.

This

This payment, though it exceeds the annual sum of 50*s.* mentioned in the deed of 1731, is nevertheless attributed to the gift of Thomas Woolley, and the payment thereof by the overseers of the township of Hoon and Hoonhay is supposed to have originated in an agreement entered into by the landowners in that township, the whole township having been formerly, as it is supposed, the property of Sir Robert Pye, and charged with the payment of the charity.

Marston-on-Dove.
—
Thomas Woolley's
Charity,
continued.

Before the year 1820 (when new trustees were appointed for the charities mentioned under the following head, at which time those charities were distributed by the overseers of the respective townships in the parish), the annual sum of 2*l.* 13*s.* 4*d.* was distributed by the overseers of the township of Marston to the poor of that township. After the execution of the new trust-deed, the trustees having taken the distribution of those charities upon themselves, the overseers declined distributing the yearly sum of 2*l.* 13*s.* 4*d.*, and it has since been paid to Mr. William Godwin, who at Christmas 1824 distributed the amount of three years payments, and at Christmas 1825 one year's payment, amongst poor persons, confining it however to such only as were of the township of Marston.

As it appears by Thomas Woolley's will that the rentcharge to be purchased with his legacy of 50*l.* was to be given to the poor of the parish generally, we recommended that the annual sum of 2*l.* 13*s.* 4*d.* should in future be received by the trustees of the other charities, given by members of the same family, and distributed by them to the whole parish.

CHARITIES OF ADAM, JOHN, AND WILLIAM WOOLLEY.

Adam Woolley, by his Will, bearing date 7th August 1700, gave to the poor of the parish of Marston on Dove 25*l.*

Charities of
Adam, John, and
William Woolley.

William Woolley, (as recited in the indenture of feoffment hereinafter abstracted), by his Will, bearing date 18th April 1719, bequeathed to his son *William Woolley* a lottery annuity in the Bank of England of 100*l.* and declared his will to be, that out of the interest and proceeds thereof, his said son, his executors and administrators, should pay yearly unto and amongst such poor persons inhabiting within the parish of Marston, as they in their discretion should think fit, the yearly sum of 50*s.*, the same to be so paid out of such Bank annuity until such time as the said *William Woolley* the son should otherwise provide for, or assure, by some other thing or estate, the payment thereof, and which said payment was intended to be for and in satisfaction of a yearly sum of 50*s.* directed by the will of *John Woolley*, deceased, the late brother of the said testator, to be paid yearly to the poor of the parish of Marston.

William Woolley, of Hackney, by his Will, bearing date 14th February 1726, bequeathed 25*l.*, which he directed should be added to the 25*l.* legacy then in his hands, left by his late father *Adam Woolley* to the poor of Marston, to make the same up 50*l.*, which 50*l.* he directed should be laid out in a purchase of lands of inheritance in fee-simple by his executors, to be settled as they and their counsel learned in the law should advise, on trust, to and for the use and benefit of the poor of the said parish of Marston for ever; the rents and profits thereof to be distributed and paid on the eve of Christmas every year.

By Indenture of Feoffment, bearing date 16th September 1731, between *John Woolley*, of Darley next Derby of the first part, *Arthur Woolley*, *John Woolley*, of Sapperton, and *Thomas Yates*, of the other part, reciting the wills above abstracted, and that since the death of the said several testators, and their or some of their proper representatives, under their respective wills, the trusts thereof had devolved upon the said *John Woolley* of Darley, and the said *Arthur Woolley*, who had undertaken to see the same fulfilled, and for the settling and assuring of lands of inheritance of the value of 5*l.* per annum or upwards, from part of the estate of the said *John Woolley* of Darley, as an ample provision and satisfaction for the interest of the several sums bequeathed, for the use of the poor of the parish of Marston; the said *John Woolley* of Darley, in consideration of the premises, and in consideration of the said lottery annuity, given in satisfaction of *John Woolley's* bequest, and of the sum of 60*l.* paid by the said *Arthur Woolley* for the purpose of producing 50*s.* per annum, to satisfy the two principal sums of 25*l.* given by *Adam* and *William Woolley*,

Marston-on Dove.

Charities of
Adam, John, and
William Woolley,
continued.

granted and enfeoffed to the said Arthur Woolley, John Woolley, of Sapperton, and Thomas Yates, a messuage or tenement in Hilton, with a croft adjoining thereto, a close called the Ashbreath Close, containing by estimation four acres, the meadow close containing 1A. 2R. and several parcels of land in the common fields therein specified, on trust, that they and their heirs, and such other persons as they should appoint for that purpose, should employ and dispose of the rents and profits in such manner as in and by the said recited wills was appointed. And it was provided, that when any one or more of the said trustees should thereafter die, the survivor or survivors should convey the said premises to two or more other persons, to the use of such persons, and of the said survivor or survivors, upon the like trusts.

Subsequent conveyances to new trustees were effected by indentures of lease and release, bearing date 29th and 30th May 1759, and 2d and 3d July 1795; in the latter conveyance the premises are described as a messuage or tenement at Hilton, a close called the Croft, containing by estimation 2R. 10P. and a plot of land containing 22A. 1R. 14P. situate on the Heath Common, and bounded as therein mentioned, then lately allotted to the Rev. John Edwards (party thereto) as trustee of this charity, by the commissioners appointed under an Act of Parliament for dividing and inclosing the common fields, &c. within the manor and hamlet of Hilton, in lieu of the several ancient inclosures given up by the said John Edwards as trustee as aforesaid, all which premises were described as in the occupation of Thomas Rose.

By Indentures of Lease and Release, bearing date 12th and 13th May 1820, Thomas Harvey (since deceased) the then surviving trustee, conveyed the said premises to the use of himself and the Rev. Peploe Paget Mosley, curate of Marston, William Godwin, William Simpson, M. D., Thomas Doxey, Robert Hackett, John Hallam, and Charles Harvey, and their heirs, on the trusts declared in the feoffment of 1731.

The property belonging to this charity consists of a house, with a barn adjoining, in the village of Hilton; a croft near the house containing 2A. 0R. 10P.; and five fields on the Heath Common, lying at a distance from the house, and containing 22A. 1R. 14P.

These premises have been held by the same family from the time of the inclosure; they are now held by Joseph Rose, under a lease bearing date 27th December 1806, whereby John Massey, Thomas Harvey, James Hallam, and Robert Hackett, described as surviving acting trustees of the messuage and lands given for divers charitable uses in Marston-upon-Dove, demised the same, with all outhouses, buildings, stables, and appurtenances thereto belonging, to the said Joseph Rose, for the term of 27 years from 25th March then next, at the yearly rent of 19*l.* 19*s.* with a proviso, that the lessee should not let or assign the premises without the consent of the lessors, and covenants on the part of the lessee to pay the land-tax and other taxes, to keep the premises in repair, and for good husbandry.

The house is now in the occupation of William Martyn, the trustees having, as appears by a memorandum annexed to the original lease, and dated 12th October 1812, consented that the said Joseph Rose might let the house to any respectable tenant.

It is stated that the above-mentioned premises are fairly worth at least 30*l.* a year, and that even 40*l.* a year might be obtained for them; it is also stated, that at the time the present lease was granted, several of the parishioners were dissatisfied with the amount of the rent. The trustees had no authority to grant a lease for so long a term; considering, however, that there will be seven years only unexpired at Lady-day 1827, it does not seem advisable to institute any proceedings for setting the lease aside.

The rents are received by the trustees, and distributed annually under their directions amongst the poorest persons of the several townships in the parish, without distinction, according to the number in family. The sums given away amount to about 8*d.* or 9*d.* a head for each individual; and if there is any surplus, it is given to poor widows and widowers. The distribution takes place at the church on Christmas-eve, on which day the trustees meet together, and a book is kept in which their proceedings and a short summary of the accounts are entered.

At

At Christmas 1825 the following sums were distributed (each individual receiving 9d.):

To the poor of Marston	-	-	-	-	-	-	£.	s.	d.
Hilton	-	-	-	-	-	-	3	-	9
Hatton	-	-	-	-	-	-	9	9	-
Hoon	-	-	-	-	-	-	6	4	6
							-	11	3
							19		
							5		
							6		
And the overplus was distributed amongst widows and									
widowers	-	-	-	-	-	-	-	13	6
							£.	19	19
							-		

Charities of
Adam, John, and
William Woolley,
continued.

Marston-on-Dove.

POWNALL'S CHARITY.

John Pownall, by his Will, bearing date 15th May 1671, and proved at Lichfield, devised his land called Rolston Piece, lying in Marston Field, to his executors, and their heirs, to the intent and purpose that the rents and profits thereof during their lives, and the continuance of such issue as they should leave, might go and be employed for the use of the poor of the parish of Marston; and he declared his will to be, that his daughters and their heirs, in case they should survive his said executors, should have the like power to see the rent of the said lands employed for the use and benefit of the said poor during their natural lives; and after the failure of issue by his executors and daughters, he devised his said land to the overseers of the poor of the parish of Marston, and their successors, for the use and benefit of the said poor, to be distributed at Christmas and Whitsuntide.

Pownall's Charity.

The land described in the will of the testator as Rolston Piece, lying in Marston Field, is a meadow, which is called the Weir Hollow Field, and is now inclosed, having been formerly part of an open field. It is situate in the parish of Rolleston, on the right bank of the river Dove, and contains about 4 acres, a considerable addition having been made by the alterations which have gradually taken place in the course of the river.

The land is now in the possession of Thomas Orme, who claims it as his own property, subject to no payment for any charitable use. Mr. Orme states, that his father held this property, and that he succeeded to it upon his attaining the age of 21 about the year 1800; his father having died about the year 1781, and having appointed Henry Middleton and Edward Godwin, his executors and trustees during the said Thomas Orme's minority.

It is supposed that the yearly sum of 1 l. 2 s. 6 d. was formerly paid to the poor of Marston as the rent of this land; and it would appear from the Parliamentary Returns of 1786 that such sum was then paid by the above-named Henry Middleton and Edward Godwin, who held the land at that period as trustees, but we were unable to obtain any evidence to prove the payment of this particular sum, though it is stated that there are persons living who have received some money from the persons in possession of the property.

Mr. Thomas Orme states, that he has never paid any thing in respect of this land since he came into possession. About the year 1807, a solicitor of Burton, who was employed by the parish, applied to him, and demanded the land as belonging to the poor, but he refused to give it up, or to make any payment in respect thereof; and he states, that upon referring to his solicitor, it was discovered that the land was originally sold by the daughter of the testator, and that it was so settled upon the testator that he had no power to dispose of it.

DEBANKE'S CHARITY.

There was a tablet in the church before it was repaired in 1817 stating, as appears by a copy thereof, that John Debanke, at his death, gave to the parishioners of Marston the sum of 13 s. 4 d. every half year, to be distributed on Christmas-day and Easter-day to the poor of the said parish, by Walter Bagnold and his successors to the end of time.

Debanke's Charity.

It appears from an attested copy of an indenture, bearing date 30th April 1726, that William Backhouse thereby granted and released to John Newton, and his heirs, subject to a proviso for redemption on the payment of 300 l., a cottage in Marston-on-Dove, and 4 acres of land thereto belonging, and three closes, lying near Tutbury Bridge End, in Hatton, and 8 acres of arable land,

Marston-on-Dove.
 Debanke's Charity,
continued.

dispersed in the fields of Hatton, which had been previously mortgaged to the said John Newton by Moreton Backhouse, the father of the said William Backhouse, and Bridget his wife, who was the sole daughter and heiress of Walter Bagnold, for 200*l.*; and in the covenant against incumbrances, there is excepted "one yearly rentcharge or payment of 26*s.* 8*d.* per annum, issuing and payable out of the premises, to the church or poor of Marston for ever."

These premises afterwards became vested in Messrs. Bott and Co. cotton manufacturers at Tutbury, and, excepting the cottage and 4 acres of land in Marston, they are now vested in certain persons carrying on the same trade under the name of the Tutbury Mill Company.

The yearly sum of 1*l.* 6*s.* 8*d.* was regularly paid up to Christmas 1824, and we have been informed, that the arrears which have accrued since that time have been lately paid on account of the Tutbury Mill Company, some delay having taken place in order that inquiry might be made as to their liability.

Of this annual sum one moiety has been usually divided at Christmas, equally, amongst 20 poor widows of the parish; and the other moiety has been laid out in twopenny loaves, which have been distributed at the church amongst the poor of the parish at the same time.

In the Parliamentary Returns of 1786, it is stated that William Spurrier gave a rentcharge of 10*s.* yearly for bread to the poor; but no date is mentioned, nor is it stated whether it was given by will or deed.

This sum of 10*s.* appears to have been disposed of in bread annually by the late William Spurrier, and by his son Walthall Spurrier. It is stated, however, that it has always been considered as a voluntary payment, and that the only property held by the persons above mentioned is a farm rented of the Duke of Devonshire.

TOWNSHIP OF MARSTON.

HEACOCK'S CHARITY.

Marston.
 Heacock's Charity.

The particulars of this Charity have been already stated under the head of the Parish of Etwall.

The yearly sum of 2*s.* 6*d.*, which was considered to be the share of this township, was, when received, distributed by the overseer with other charities amongst the poor of the township at Christmas.

TOWNSHIP OF HILTON.

SCHOOL.

Hilton.
 School.

We have not been able to obtain any authentic account of the foundation of this School, or to ascertain from whose gift the principal part of the endowment was derived.

It appears, however, from a memorandum kept by Mr. William Martin, of Hilton, with the documents relating to a rent-charge given by Arthur Harrison, that the school was originally founded by Arthur and Thomas Harrison, who are stated to have built a school-house in Hilton, none having been there before.

The property now belonging to the school consists of

1. Two closes in Hilton, the one called Great Green, containing 6 A. 1 R. 15 P., and the other called Little Green, containing 2 A. 3 R. 13 P., and an allotment of 2 A. 0 R. 22 P. which was set out by the award of the Commissioners for inclosing the Common Lands of Hilton, bearing date 5th May 1781, to the master of the school at Hilton, and his successors for the time being, in lieu of the schoolmaster's right and interest in the lands thereby inclosed.

Upon this allotment there is a school which was built by Mr. John Massey in the year 1784, in lieu of an old school near his house, which he pulled down; there is also a dwelling-house adjoining, which was built upon the allotment by Robert Heath, the present schoolmaster, at his own expense.

These premises are in the occupation of the schoolmaster, and the value is variously stated from 20*l.* to 30*l.* per annum.

2. The yearly sum of 10*s.* given by Arthur Harrison to the schoolmaster for the mending of his wages, or repairing the school if need should require. The particulars of the gift of this benefactor, of which the 10*s.* above mentioned forms a part only, will be more fully stated hereafter.

The

The yearly sum of 10*s.* was paid to the schoolmaster by James Herrick, the owner of the close charged therewith, till about three years ago, when he discontinued the payment, because the master did not, in his opinion, do his duty; he has however undertaken to resume this payment.

Hilton.

School,
continued.

It does not appear that any trustees have ever been regularly appointed for the management of this school, though different persons have acted in that capacity, and have appointed a master, when a vacancy has occurred. The only person who has of late years claimed the right of acting as a trustee is Mr. William Martin; and it was supposed that he had received from his father the documents relating to the original foundation and endowment of the school; but he states that he has no documents whatever relating to the school, except such as he produced to us at the time of our inquiry, all of which his father had received from the late Mr. Bowyer. The documents however produced to us were only those relating to the gift of Arthur Harrison, and the memorandum to which we have already alluded.

The present schoolmaster was appointed by the father of Mr. William Martin and Barnabas Burroughs, about the year 1808. It is considered that the school is free for all the poor children of Hilton, and that they are entitled to be taught reading, writing, and arithmetic; very few scholars however attend; and it is stated that the master's method of instruction is defective, though he bears a good moral character, and is regular in his attendance.

It seems very desirable for the future welfare of this school that trustees should be appointed for the management thereof, which we apprehend cannot be done without the assistance of a court of equity.

ARTHUR HARRISON'S CHARITY.

By Indenture, bearing date 24th October 1655, between John Hinton, of the one part, and *Arthur Harrison*, of the other part; the said John Hinton, in consideration of 25*l.* 10*s.*, conveyed to the said Arthur Harrison, his executors and assigns, and to his feoffees, in trust, thereafter named, a close of pasture ground commonly called Rushie Etwall Bridge, in the lordship of Hilton, adjoining a close of the said Arthur Harrison on the west, a meadow called Potlock, on the south, and a lane on the north. And the intent of the parties was declared to be, that the said John Hinton, his heirs, executors, &c. should yearly pay, as an annuity or rent-charge, the sum of 1*l.* 10*s.*, to be issuing out of the said close called Rushie Etwall Bridge, to be paid at the feast of St. Andrew; and a power of re-entry was reserved to the said Arthur Harrison, or any feoffee in trust, in case of nonpayment. And it was declared to be the intent of the said Arthur Harrison that the aforesaid rent-charge of 1*l.* 10*s.* should, after his decease, be disposed of by his feoffees in trust, in manner following, viz. 10*s.* to the schoolmaster for the mending of his wages, or repairing the school if need should require, and 20*s.* to the poor of the said town of Hilton, as his feoffees in their discretion should think fit. And the said Arthur Harrison thereby gave, after his decease, full power and authority to Gilbert Wakelyn, Robert Heacock, Thomas Harrison, and Richard Newton, whom he made his feoffees in trust, to dispose of his whole estate in the close and premises aforesaid, according as was therein expressed; and it was further provided, that when any of the feoffees should die, the survivors should choose a fourth, that the monies thereby given to charitable uses might not be neglected.

Arthur Harrison's
Charity.

In the Will of the said Arthur Harrison, bearing date 7th April 1659, and proved at Lichfield in 1661, there is the following clause: "I give to the poor of Marston parish 20*s.* by the year for ever. If any poor boy is to be set apprentice, I would have him to have 5*s.* of it, as my overseers shall think fitting. It is my will and deed that he shall have most that hath most need. Item: I give 10*s.* to the school, for the repairing of it, and mending the schoolmaster's wages, and prayer to be said both evening and morn, and to teach the poor children of the parish."

It might appear from this will that the testator intended to have given the yearly sum of 20*s.* to the poor of the parish of Marston, in addition to the 20*s.* yearly secured by the preceding deed to the poor of Hilton; but the following note at the foot of the said will seems to show that one sum only of 20*s.* was intended for the poor.

Hilton.
 —
 Arthur Harrison's
 Charity,
 continued.

* "Memorandum—The 1*l.* that is for the poor of Marston for ever, and the 10*s.* to the school, is to be paid by Mr. Hinton's heirs, or executors, so long as they hold the monies; and for the firm payment of this 30*s.* I have an indenture of a close called Rushie Etwall Bridge, which is to be paid to my overseers, expressed within my will, upon St. Andrew's-day, and to be paid to the poor and schoolmaster upon St. Thomas's-day."

The field answering the description contained in the deed above abstracted is now the property of James Herrick, and is called the Poors Field. Of the rentcharge of 1*l.* 10*s.* he pays 20*s.* a year for the poor of Hilton to the overseer, and the yearly sum of 10*s.* he paid until lately, as already stated under the preceding head, to the schoolmaster.

The sum of 20*s.* is distributed, with other charities, for the poor of this township as hereinafter mentioned.

HEACOCK'S CHARITY.

Heacock's Charity. The particulars of this charity have been already stated in a former part of this Report, under the head of the parish of Etwall. The yearly sum of 7*s.* 6*d.* which was considered the share of this township, (when paid) was distributed by the overseer, with other charities, for the poor, as hereafter mentioned.

THOMAS HARRISON'S CHARITY.

Thomas Harrison's Charity. In the Parliamentary Returns of 1786 it is stated that *Thomas Harrison*, by his Will, left 40*l.* to the poor of Hilton.

This legacy of 40*l.* together with the further sum of 20*l.* supposed to have been given by a person of the name of Gisborne, is in the hands of William Emery, who has given a promissory note for the amount, with lawful interest, bearing date 30th April 1814, payable to Uriah Woodhouse and George Beer, overseers of the poor of Hilton, and their successors.

This interest is disposed of with other charities, as mentioned under the following head.

STRONG LANDS.

Strong Lands. There is a field in Hilton called Strong Lands, containing about two acres and three roods, supposed to have been given to the poor by Mary Astill.

This land, though stated to be worth about 6*l.* a year, is held by William Hallam at the rent of 3*l.* 10*s.* which he pays to Edward Phillips, a solicitor, of Burton, who succeeded the late Daniel Dalrymple in his business there, and the rent is always returned to the tenant, who pays it to the overseer of Hilton, to be distributed to the poor. By the Will of *Mary Astill*, bearing date 30th September 1786, and proved at Lichfield, she devised all that her piece of inclosed land, called the Strong Lands, containing about three acres, situate in Hilton, unto and to the use of her friend, Daniel Dalrymple, of Burton-upon-Trent, his heirs and assigns, for ever.

It is stated that Mr. Dalrymple left no male issue, and that his real estate came to his only daughter, Mrs. De Voeux, the wife of the Rev. Henry De Voeux, of Carlton House, near Newark-upon-Trent.

It is clear, that whatever the intention of the testatrix might have been, no claim can be substantiated under her will on behalf of the poor, to this land, as a permanent charity.

The rent of this field, together with the produce of the three preceding charities, making together 7*l.* 17*s.* 6*d.* is distributed, shortly after Christmas amongst all the poor of Hilton, as far as it will extend, in proportion to the number in each family.

JOHN GISBORNE'S CHARITY.

John Gisborne's Charity. The particulars of this charity, in respect of which one poor person of Hilton is entitled annually to a coat or gown, will be found in a former part of this Report, amongst the charities of the parish of St. Werburgh, Derby.

PARISH OF MARSTON MONTGOMERY.

LOWE'S CHARITY.

Marston
 Montgomery.
 —
 Lowe's Charity.

It is stated on a tablet in the church, that *John Lowe*, by his Will, bearing date 11th March 1686, gave to the poor of this parish 30*s.* a year, to be paid half-yearly, by the heirs and possessors of his estate situate in Marston

ston Montgomery, to the churchwardens, and to be distributed by them and the rector to the poor, upon St. Thomas's-day and Good Friday, 15s. each day.

The annual sum of 1*l.* 10s. is now paid by the occupier of a farm in the parish of Marston Montgomery, the property of Mrs. Dorothy Wilson, of Uttoxeter, and the amount is distributed, with the produce of the two following charities, as hereinafter mentioned.

Marston
Montgomery.

Lowe's Charity,
continued.

COPESTAKE'S CHARITY.

Walter Copestake, by his Will, bearing date 10th May 1715, and proved at Lichfield in the following year, gave to the poor of Norbury and Roston the yearly sum of 12s., issuing out of a little meadow called Hollis Holme, being about two acres, which lay within the parish, manor, or lordship of Marston Montgomery, and adjoined to Joseph Woolley's meadow, east, to the Horse Meadow, west, to a common lane on the north, and to the Childer Holme on the south, and which said meadow paid to the minister of Cubley and Marston Montgomery one penny every year as a modus for tithe hay. And he directed that the said sum of 12s. should be paid yearly on 5th November by his heirs, as long as any should be of his surname or blood; and for want of such, by the minister, churchwardens, and overseers of the poor of Norbury and Roston for the time being, or the greater part of them. And the clear yearly profits of the said Little Meadow, alias Hollis Holme, over and above the aforesaid 12s., he gave to the poor of Marston Montgomery aforesaid, to set out apprentices, or for other relief of the said poor there, according to the discretion and liking of his son Sampson Copestake during his life, and after his decease, to be disposed of, to the use of the poor as aforesaid, by his heirs of the same surname, blood, or posterity, so long as any such should be; and in case of failure of such heirs, blood, or posterity, then to be paid, employed, and disposed of to the use of the said poor by the minister, churchwardens and overseers of Marston Montgomery for the time being, or the greater number of them, on every 1st January, and every Good-Friday, by equal payments for ever.

Copestake's
Charity.

The close mentioned in the will of the testator is called the Holme, being a water-meadow, lying near the river Dove, at some distance from the village of Marston Montgomery; it contains about an acre and a half, and is now occupied by Joseph Silcocks, as tenant to the Rev. J. B. Copestake, of Kettleby, in the county of Leicester. It is stated to be worth about 5*l.* 5s. a year.

In respect of this close the tenant pays 12s. a year to the poor of Norbury and Roston, as more particularly stated in a subsequent part of this Report, and 1*l.* 8s. for the poor of this parish. The same sum having been paid for a great number of years, it was supposed, until we obtained a copy of the donor's will, that the last-mentioned payment, as well as the former, was merely a rent-charge. We have since applied to the Rev. J. B. Copestake on the subject, and in answer thereto we have received a letter from him, dated 15th August 1826, in which he states that he was entirely ignorant, until he received our letter, of the nature of the right of the poor of the parish of Norbury to the 12s., or of the poor of Marston Montgomery to the 1*l.* 8s. which they had uniformly received; that he had supposed that the latter was a specific bequest, as well as the former, but that he saw by the extract of Mr. Walter Copestake's will that it was otherwise; that he would write to his agent there to look over the meadow, and inform him what was its annual value for the purpose of its application to what was specified in the will.

The yearly sum of 1*l.* 8s. has been distributed with other charities as mentioned under the following head.

BOWYER'S CHARITY.

On the Table of Benefactions in the church, it is stated that *Arthur Bowyer*, at the request of his father, gave to the poor of Marston Montgomery the piece of land called Botham's Piece, containing about an acre and one rood, situate near the Woodhouse in this parish, the rents and profits thereof to be disposed of by the minister and churchwardens to the poor on Good Friday and St. Thomas's-day for ever.

Bowyer's Charity.

The land called Botham's Piece is a meadow situate in the parish of Marston Montgomery, and is now in the occupation of John Goodall, as yearly tenant, at the rent of 2*l.* 10s., which is stated to be the fair annual value, the land being of bad quality.

Marston
Montgomery.
Bowyer's Charity,
continued.

The produce of this and the two preceding charities, amounting to 5*l.* 8*s.* per annum, with the money received at the Sacrament, is distributed annually at the church amongst the poor on St. Thomas's-day, under the direction of the minister and churchwardens, in sums varying from 3*s.* to 7*s.*

JACKSON'S CHARITY.

Jackson's Charity.

It is also stated on the Table of Benefactions that *Henry Jackson*, by his Will, bearing date 25th June 1690, gave to the poor of Marston Montgomery the sum of 10*s.* a year for ever, to be paid by the heirs and possessors of his estate situate at Roston, to the churchwardens of Marston, the same to be laid out in 20 sixpenny loaves, and to be distributed by them and the rector to the poor upon St. Thomas's-day.

In respect of this charity 20 sixpenny loaves are provided annually, the price of which is paid by Mr. Francis Calvert, of Hound Hill near Sudbury, as the steward of George Thomas Whitgrave, esq., the owner of an estate in Roston, in the parish of Norbury, now occupied by Thomas Campion.

The bread is distributed at the same time as the preceding charities to the poorest persons of the parish who attend the church.

PARISH OF MUGGINTON.

SCHOOL.

Mugginton.
School.

By Indentures of Lease and Release, bearing date 29th and 30th January 1746, and enrolled in the court of Chancery on 10th February following, between the Rev. *Samuel Pole*, rector of Mugginton, of the one part, and German Pole, of Radbourn Hall, esq. of the other part, reciting that the said Samuel Pole was desirous of settling one moiety of the premises thereafter mentioned for a provision for the teaching and instructing in the English language and catechism of the church of England, such number of the poor children of and belonging to the town or parish of Mugginton whose parents should not be able of themselves to procure for their children such education; and further reciting, that *Ann Pole*, widow, mother of the said German and Samuel Pole, had by her will given 100*l.* after the death of her son John Pole, for the instruction of poor children of Radbourn (as more fully stated hereinafter amongst the charities in that parish); and reciting, that the said John Pole was dead, and that the said sum of 100*l.* was in the hands of the said German Pole, who being desirous to secure the same to be a perpetual fund to answer the intent and design of the said Ann Pole, had agreed with the said Samuel Pole for the absolute purchase of the other moiety of the said premises for the said sum of 100*l.* the said Samuel Pole, in order to perpetuate the said charities, and also in consideration of the said sum of 100*l.* conveyed to the said German Pole, his heirs and assigns, owners of Radbourn Hall, a close, called the Upper Butt Meadow, lying in Turnditch, on trust, to pay one moiety of the rents and profits thereof to the said Samuel Pole, and his successors, rectors of the said parish of Mugginton, whom he the said Samuel Pole thereby appointed perpetual trustees for the discharging of the said trust, and thereby directed them to employ and disburse such moiety of the said rents and profits, when paid to them as aforesaid, in putting out and paying for the teaching and instructing in the English language and catechism of the church of England, eight or as many more of the poor children of and belonging to the parish of Mugginton aforesaid whose parents should not be able of themselves to procure for their said children such education, and should be nominated and appointed thereto, and placed and put out to such master and masters as the said rector for the time being should from time to time, in his discretion, think fitting and proper; and on trust, that in case any person or persons should be thereafter desirous to found and establish a free-school for the teaching and instructing, gratis, such children, and in such manner as aforesaid, and to convey other lands and hereditaments to trustees for that purpose, for the augmenting of the said charity thereby settled, or for the establishing of any other charity in any other manner as should be thought most beneficial and advantageous for the poor of the said town and parish of Mugginton, and the greatest encouragement of the Protestant religion, it should be lawful

in such case for the said German Pole, his heirs and assigns, owners of Radbourn Hall aforesaid, to join with such person or persons in conveying the moiety of the premises above mentioned jointly with the lands and hereditaments so intended to be conveyed, and thereby make both the said estates and premises one entire fund for such intent and purpose; and on further trust, that the said German Pole, his heirs and assigns, owners of Radbourn Hall aforesaid, should employ and disburse the other moiety of the said rents and profits on the trusts mentioned in the will of the said Ann Pole.

It further appears from a tablet in the church that Mrs. Frances Pole gave certain premises in Clifton by Ashborne, called the Little Wood, and Cross Pingle; to this memorandum there is given the date of 19th October 1751. And in the Parliamentary Returns of 1786 this benefaction is mentioned as having been given by deed in 1751, for the teaching 10 poor children. We have not been able to find this deed.

The close called the Butt Meadow, situate in Turnditch, in the parish of Duffield, contains 5A. 0R. 3P. of grass-land, and a lime-stone pit of 2A. 3R. 5P. The close is now in the occupation of Thomas Hall, as yearly tenant, at 11*l.* per annum, which is stated to be a fair rent.

In 1814, the close was let by auction, with the liberty of getting lime therein, to German Ride, on lease, for a term of seven years, subject to a rent of 4*s.* 2*d.* for every superficial square yard which should be cleared; and in 1821 a similar lease was granted to the same person, at the rent of 4*s.* 6*d.* for every square yard which should be cleared, but this lease was cancelled in 1824, the lessee having failed to complete his contract in clearing the quantity of land which he was required to do by the lease, and the close was then let to the present tenant for the pasturage only, as he declined entering into any contract for the getting of lime, and it was thought advisable to postpone the letting the lime-works to a future period.

The money received for the lime which has been gotten has been invested in the funds, and there is now 96*l.* 7*s.* 2*d.* stock, new four per cents, standing in the names of the trustees E. S. C. Pole, esq., the owner of Radbourn Hall; the Rev. H. R. C. Pole, the rector of Radbourn; and the honourable and Rev. David Francis Curzon, rector of Mugginton; and producing annual dividends to the amount of 38*l.* 13*s.* 10*d.*

On the inclosure of the open fields in the district called Hulland Ward, an allotment, containing somewhat more than an acre, was set out to the trustees in respect of the above-mentioned close. This is now let to George Jebson as yearly tenant, at a fair rent of 2*l.* 10*s.* per annum.

The lands derived from the gift of Mrs. Frances Pole, consisting of 4 acres of meadow, are in the occupation of Mrs. Ford, a widow, as yearly tenant, at a fair rent of 12*l.* per annum.

The letting of the premises above mentioned is under the management of Mr. Roper, the steward of E. S. C. Pole, esq., who also receives and disposes of the rents, and keeps the accounts.

One moiety of the rents of the Butt Meadow and the allotment on Hulland Ward, and of the dividends of the stock, purchased with the produce of the lime, is paid to a schoolmaster in Radbourn; and the other moiety, with the whole rent of the land at Clifton, is paid to a schoolmaster in Mugginton. These payments are made half yearly without any deduction.

Mr. Roper, when he commenced keeping the accounts, received from the late Rev. Edward Pole, who had previously kept them, the sum of 7*l.* 8*s.* and he has subsequently received 66*l.* 18*s.* 10*d.* as the balance due in 1824 from German Ride, the lessee of the lime-works, that sum having been awarded to the trustees by arbitration; and also 20*l.* 10*s.* 10*d.* from the present tenant for tools, planks, &c. which the trustees had previously purchased of the lessee, at a valuation. Out of this money he has laid out 50*l.* in the purchase of 47*l.* 15*s.* 9*d.* new 4 per cents, which forms part of the stock above-mentioned; and he paid, during the existence of the lease to German Ride 8*l.* a year to each of the schoolmasters above mentioned, as an equivalent for the rent of the Butt Meadow, supposing it to have been let for agricultural purposes, the whole produce of those premises at that period being the rent which was paid for the lime, and which was invested from time to time in the funds.

By these payments to the schoolmasters, and some casual expenses, the sums received by Mr. Roper have been disposed of, except 6*l.* 5*s.* 1*d.* which remained

Mugginton.
School,
continued.

in his hands at the time of our inquiry, August 1826. The casual expenses alluded to consisted of

	£.	s.	d.
A bill to Mr. Jessop, for law expenses - - - - -	8	-	-
Valuation of different articles on the surrender of German Ride's lease	2	-	-
Transferring stock into the names of new trustees - - - - -	3	4	-
Mr. Roper's expenses in going to Derby on different occasions - - - - -	-	13	-
	£.	13	17 -

On account of the income derived from the sources above mentioned, amounting to 38 *l.* 1 *s.* 11 *d.* per annum, a master, who is appointed by the owner of Radbourn Hall and the rectors of Radbourn and Mugginton, keeps school in a barn standing on the glebe land, which has been fitted up and is used for this purpose by the permission of the rector. Twenty-four children were formerly nominated by the trustees to be taught free, viz. eight from each of the townships of Mugginton, Mercaston and Weston.

The present master, who was appointed in 1812, has, until lately, taken all the poor children free who have applied to him, but since 1824 free scholars have been appointed by the rector of Radbourn, the number having been usually limited to 36. At the time of our inquiry there were in the school 13 children of the township of Mugginton, 3 of Mercaston, and 20 of Weston, besides a few other scholars whose parents paid for their education.

The children are instructed in reading, writing, and arithmetic, and are required to attend a Sunday-school, and to be present at divine service morning and evening. The present rector of Mugginton is prevented from superintending the affairs of this school by the state of his health.

GISBORNE'S CHARITY.

Gisborne's Charity. The sum of 5*l.* 10*s.* received annually from the trustees of the Rev. Francis Gisborne's charity, the particulars whereof are stated in a former part of this Report, amongst the charities in the parish of Bradley, is laid out by the officiating curate in flannel and cloth, which is distributed by him amongst the poor of this parish about Christmas.

TOWNSHIP OF MERCASTON.

GERMAN POLE'S CHARITY.

Mercaston.
German Pole's
Charity.

The particulars of this charity, in respect of which the township of Mercaston is entitled to one sixth part of the clear rents of an estate in Marston Montgomery, now let at 100 *l.* per annum, for placing out an apprentice annually, or for the poor in case there should be no boy or girl to be so placed out, will be found in a subsequent part of this Report amongst the charities for the parish of Radbourn.

PARISH OF NORBURY.

SCHOOL.

Norbury.
School.

Thomas Williams, by his Will, bearing date 26th January 1687, devised to the Rev. Anthony Trollope, rector of Norbury, Godfrey Meynell, esq. and Christopher Ley, gentleman, and their heirs, two closes called Bill's Neather Meadow, and the Under Town Intack, in trust, to dispose of the rents and profits thereof for the maintenance of a schoolmaster, to teach all such children in the parish-church of Norbury as should be born and resident in Norbury, Roston, or Snelstone; and whenever there should be no schoolmaster for teaching children as aforesaid, then during such vacancy he directed that the profits of the said closes should be for the poor of Roston and Snelstone, to be disposed of amongst them at the direction of the parson of Norbury for the time being; and he directed, that in case the said Godfrey Meynell and Christopher Ley should survive the said Anthony Trollope, that then they should convey the said closes to the parson of Norbury for the time being in such manner that he should be equally intrusted with them, or the survivor of them, in disposing of the profits of the said closes upon the trusts aforesaid; and that the parson of Norbury for the time being should be always one of the said trustees for the disposing of the profits of the said closes.

It

It does not appear that new trustees were ever appointed for this charity, and the whole management thereof has devolved upon the rector for the time being.

The property consists of two closes in Roston, in the parish of Norbury, containing about 11 acres, now in the occupation of — Clarke, as yearly tenant, at a fair rent of 16*l.* 4*s.*

A house, containing a school-room on the ground floor, with apartments above, was built about 50 years ago upon part of the waste by the road-side, out of the income of the charity, aided by a subscription. The site of this house, and a garden adjoining thereto, were set out to the school by the award of the Commissioners under an Inclosure Act passed in 1818; and at the same time there was set out an allotment to the school, containing nearly an acre. The house and garden are occupied by the schoolmaster.

The allotment above mentioned is let to William Turner, as yearly tenant, at a high rent of 15*s.* per annum.

The rents are received by the rector, and are immediately paid over by him, without any deduction, to a schoolmaster appointed by him.

On account of this income all the children born and resident in the townships of Norbury and Roston, which comprise the whole of the parish of Norbury, and in the parish of Snelstone, are taught reading without any charge to their parents. For instruction in writing and accounts the master makes his own terms. The number of scholars varies from 15 to 25.

BILL'S CHARITY.

There is in the township of Roston a close called the Poors Croft, containing 4*A.* 0*R.* 28*P.*, which, with a dole of meadow, is supposed to have been given for the benefit of the poor of this parish by *Robert Bill* about the year 1728.

Upon the inclosure of the Common Fields in this parish the Commissioners set out to Thomas Maskery, as trustee for the poors land, an allotment of 1*R.* 3*P.* in respect of the Poors Croft, and a parcel of land in Roston Town Meadow, containing 1*A.* 2*R.* 9*P.* in lieu of the dole which had previously belonged to the charity. There are no documents in the parish relating to the origin of this benefaction, but Mr. Maskery and his ancestors have successively acted as trustees thereof at least from the year 1729.

The Poors Croft, with a part of the meadow, had been let for several years previously to 1825 at 6*l.* per annum; and the tenant, Thomas Clarke, disputed the right of Mr. Maskery to raise the rent, but in December 1825 he agreed to take these premises, as yearly tenant, at a rent of 15*l.* per annum, and an agreement to that effect was drawn up on the 30th December 1825, and signed by the said Thomas Clark and Thomas Maskery.

The allotment set out on the inclosure is let to Matthew Smith, as yearly tenant, at a good rent of 10*s.* per annum.

The residue of the land in Boston meadow, containing 3*R.* 20*P.* is let to John Walker as yearly tenant, who took it at Lady-day 1826, at a good rent of 30*s.*, the former rent having been 12*s.* 6*d.* a year.

The rents of the above-mentioned premises, together with 2*l.* per annum arising from Greensmith's charity hereafter mentioned, are brought to one account, which is kept by Mr. Maskery, and the amount is distributed every New Year's-day amongst all the poor of the parish who apply to him, without distinction whether they receive parochial relief or not, the greatest sums being given to widows and poor persons with large families.

GREENSMITH'S CHARITY.

We have not been able to obtain any account of the origin of this charity, which is generally attributed to a person of the name of *Greensmith*.

The yearly sum of 2*l.* is paid by Mr. Thomas Lowe, as being charged upon property in Roston purchased by him, and having formerly belonged to Samuel Evans, by whom it appears from the Parliamentary Returns to have been paid in 1786.

The first receipt of this sum entered in the book of accounts of the preceding charity is in 1782, where it is called Evans's Dole, having been received from Samuel Evans. In 1816 the name is changed to Lowe's Dole.

The distribution of this money is stated under the preceding head.

Norbury.

School,
continued.

Bill's Charity.

Greensmith's
Charity.

Norbury.

Copestake's
Charity.

COPESTAKE'S CHARITY.

The particulars of the Will of *Walter Copestake*, who charged a meadow in Roston called the Holme Meadow with the payment of a yearly sum of 12*s.* to the poor of Norbury and Roston, will be found in a former part of this Report, under the head of Marston Montgomery, to the poor of which place he gave the residue of the rents of that meadow.

The yearly sum of 12*s.* is now paid by Mr. Joseph Silcocks, the present occupier of the above-mentioned meadow.

JACKSON'S CHARITY.

Jackson's Charity.

Such particulars as we have been able to obtain with respect to this charity will be found in a former part of this Report, under the head of Marston Montgomery.

Twenty sixpenny loaves are provided annually, and paid for by Mr. Francis Calvert, as agent for G. T. Whitgrave, esq. These loaves are distributed to the poor by Thomas Campion, the tenant of the land charged with the charity.

PARISH OF OSMASTON.

PEGGE'S CHARITY.

Osmaston.

Pegge's Charity.

Edward Pegge the elder, by his Will, bearing date 31st March 1666, and proved at Lichfield, gave 5*l.* 4*s.* yearly, for ever, to be employed and given by 2*s.* a week, for ever, to buy or pay for 12 twopenny loaves, the one half to be given to six poor people inhabiting in Ashbourn, as therein particularly directed, and the other six loaves to be weekly given and delivered to six poor people inhabiting within the town of Osmaston-next-Ashbourn, every Sabbath day in Osmaston church, as the churchwardens and the overseers of the poor there for the time being, with the advice and consent of his cousin, Humphrey Pegge, of Osmaston, and his heirs male, should think fit. And he granted the yearly rent of 5*l.* 8*s.* to be issuing out of all that messuage, house, barn, stable, croft and back-side in Sturston, in the possession of Thomas Foane, and out of the Meane Close *alias* the Great Moore Close, in Sturston, in the possession of the said Thomas Foane, the one half to be paid to the churchwardens and overseers of the poor of Ashbourn, and the other half to the churchwardens and overseers of the poor of Osmaston for the time being; and he gave 4*s.* residue of the said 5*l.* 8*s.* viz. 2*s.* to either of the clerks of the said churches, for their pains to see the same performed accordingly.

In respect of the donation to this parish, the yearly sum of 2*l.* 14*s.* is paid by Mr. Joseph Bradley, grocer, of Ashbourn, in respect of a close in the parish of Sturston. With this sum six twopenny loaves are provided every Sunday, and distributed by the clerk amongst poor persons of Osmaston, who are appointed by the churchwardens, preference being given to poor widows and orphans; the remaining 2*s.* is received by the clerk.

KNIVETON'S CHARITY.

Kniveton's Charity.

Thomas Kniveton, by his Will, bearing date 22d May 1712, bequeathed to the churchwardens of the parish of Osmaston, and their successors, for ever, a yearly rent or annuity of 40*s.* issuing forth of all the residue of his messuages, lands and tenements in Osmaston, other than those thereinbefore mentioned, to be paid yearly by such person or persons as should be the owner or owners thereof, on the 1st May, clear of all taxes; and he directed that 20*s.* thereof should be disposed of by the said churchwardens to the officiating minister of the church of Osmaston, for preaching two sermons yearly in the said church on Ascension-day and St. Thomas's-day; but that, in case such officiating minister should neglect so to preach on the days aforesaid, having notice given him by the churchwardens, the said sum of 20*s.* should, in every year that such default should be made, be distributed amongst such poor people in Osmaston as the said churchwardens and the then owners of his said messuages, lands, &c. should think fit. And he directed that 20*s.* the other part thereof, should be yearly paid to eight poor families in Osmaston, on every St. Thomas's-day, at the discretion of the said churchwardens, and such person or persons as should be owner or owners of his said messuages, lands, &c. in Osmaston.

The lands charged with the above-mentioned sum of 40*s.* are situate in this parish: they formerly constituted one farm, but it is now divided, and part thereof belongs

belongs to Mr. Joseph Bainbrigge, of Derby, and part to Mrs. Girdham, of Baslow.

The yearly sum of 25*s.* is paid by Joseph Frost, the tenant of Mrs. Girdham, of which 20*s.* is given away on St. Thomas's-day, with the rent of the land hereafter mentioned called Gospel Greave, amongst poor families of Osmaston, who are appointed by the churchwardens, in sums varying from 2*s.* to 4*s.* The other 5*s.* is paid to the officiating minister.

The remaining 15*s.* which is also payable to him, is considered as being charged on the portion of the farm belonging to Mr. Bainbrigge.

Osmaston.

Kniveton's Charity,
continued.

GOSPEL GREAVE CLOSE.

A sum of 50*l.*, which is supposed to have been given for the benefit of the poor, but by whom is unknown, appears to have been laid out in the purchase of a close called Gospel Greave.

Gospel Greave
Close.

The conveyance was by Bargain and Sale, bearing date 27th July 1782, and enrolled in the Court of Chancery, whereby Thomas Pares conveyed to Samuel Pegge, Francis Hurd, Samuel Ward, Sampson White, and Anthony Cooper, their heirs and assigns, the close in Osmaston called Gospel Greave, containing 1*A.* 3*R.* 32*P.*, in trust, to let the same at 12 o'clock on every 25th of December, in the church of Osmaston, and to pay the rents thereof among such of the poor of Osmaston as the minister, churchwardens, and overseers of the poor should direct; and in case neither the minister, churchwardens, or overseers should be present, then to pay the same among such of the poor as the aforesaid trustees, or the major part of them, or the survivor of them, should think proper, with a proviso for appointing new trustees when the number should be reduced to two, such new trustees to be nominated by the minister, churchwardens, and overseers of the poor.

This close has been let from time to time by the parish officers, and is now in the occupation of William Wibberly, at the rent of 2*l.* 10*s.*, to which it was reduced in 1822 from 3*l.* We are informed, however, that at the present time 3*l.* would be a fair rent.

There has been no appointment of trustees since the time of the purchase of the land, but it is stated that Samuel Ward was the survivor of the original trustees, and that Mr. William Ward, his son and heir, is willing to convey the property to new trustees.

We have under the preceding head given an account of the distribution of this rent.

PARISH OF RADBOURN.

SCHOOL.

Mrs. *Anne Pole*, by her Will (as recited in an Indenture of Release hereinafter mentioned) gave the interest of 100*l.* to her son John, during his life, and directed that the same should be under the care and management of her sons, German and Samuel Pole, during their lives, and afterwards of the owner of Radbourn Hall, and the rector of Radbourn for the time being; and she directed that from and after the decease of her said son John, the interest of the said 100*l.* should be disposed of and employed for the teaching the children of poor parents in the parish of Radbourn, who should not rent above 4*l.* per annum, to read English and learn the church catechism.

Radbourn.
School.

By indentures of Lease and Release, bearing date 29th and 30th January 1746, (which has been stated in a former part of this Report, in our account of the school in the parish of Mugginton,) reciting amongst other things the will of Anne Pole; and that her son John was dead; the Reverend Samuel Pole, in consideration of the said legacy of 100*l.*, and other considerations therein mentioned, conveyed to German Pole, esq., his heirs and assigns, owners of Radbourn Hall, a close called the Upper Butt Meadow in Turnditch, on trust, as to one moiety of the rents and profits, that the said German Pole, his heirs and assigns, owners of Radbourn Hall, should employ and disburse the same in putting out and paying for the teaching, educating, and instructing in the English language and catechism of the Church of England, eight, or as many more, of the children of poor parents in the parish of Radbourn who should not rent above 4*l.* by the year, which said children should be nominated and appointed thereto, and placed and put out to such master and masters as the said German

Pole,

Radbourn.

School,
continued.

Pole, his heirs and assigns, owners of Radbourn Hall, and the rector of Radbourn for the time being, should in their discretions think fitting and proper.

The income now applicable to the support of a school in Radbourn consists of one moiety of the rents of the close in Turnditch called the Butt Meadow, and of an allotment set out in respect thereof on the inclosure of Hulland Ward; and one moiety of the dividends arising on 967*l.* 7*s.* 2*d.* new four per cents, which has been purchased with the produce of lime got from the close in Turnditch, the whole amount of the income being at the present time 26*l.* 1*s.* 11*d.* The particulars of the above-mentioned property will be found under the head of the school in Mugginton.

The income above mentioned is paid to a schoolmaster, appointed by the owner of Radbourn Hall and the rector of Radbourn; he keeps the school in a room lately built for the purpose by E. S. C. Pole, esq. on his own property. Mr. Pole makes annually an addition to the income derived from the charity, and all the poor children of Radbourn and the neighbourhood are now taught free in this school on the national system.

GERMAN POLE'S CHARITY.

German Pole's
Charity.

German Pole, of Radbourn, by his Will, bearing date 26th of October 1682, directed that his executors thereafter named should, within twelve months after his decease, purchase land of the clear yearly value of 48*l.*, to hold to the feoffees thereafter named, viz. Sir Thomas Gresley, bart. Sir John Gell, bart. Henry Gilbert, esq. Francis Mundy, esq. or his guardian, John Harpur, esq. Thomas Cotchett, esq. and Gilbert Mundy, their heirs and assigns, on trust, that they should yearly, with the said monies set forth six poor children of honest parents to be apprentices in some honest and lawful trades, as they or the major part of them should think fit, with the advice of the minister and churchwardens thereafter mentioned, viz. that they should yearly set forth one apprentice for the town of Radbourn, one for the town of Markeaton, one for the town of Mickleover, one for the town of Mackworth, one for the town of Mercaston, and one for the town of Dalbury Lees, and should pay 8*l.* a-piece for the binding of them apprentices; and he directed that they should be put forth apprentices in the month of May or June in every year. And in case there should be no children, male or female, fit to be bound apprentices every year, in any of the said towns, he directed that the money which should have bound them apprentices should be distributed amongst the poor and necessitous people in that town by the minister and churchwardens of the said parishes, and the minister of Mugginton, and the churchwarden of Mercaston, as they should think fit; and he appointed his wife Anne Pole and John Masters, esquire, his executors.

By indenture of feoffment, bearing date 1st January 1687, and enrolled in the Court of Chancery, between Anne Pole, relict and surviving executrix of the said German Pole, of the first part, Samuel Pole, esquire, of the second part, and Sir Thomas Gresley, bart. William Gresley, esquire, his son and heir apparent, Sir John Gell, bart. and Philip Gell, esquire, his son and heir apparent, Henry Gilbert, esquire, and Henry Gilbert, his son and heir apparent, Francis Mundy, esquire, John Harpur, esquire, and John Harpur his son and heir apparent, Thomas Cotchett, esquire, and Robert Cotchett, his son and heir apparent, and Gilbert Mundy, gentleman, and Edward Mundy, his son and heir-apparent, of the other part, reciting the will of the said German Pole; and reciting, that the said Anne Pole had endeavoured to purchase lands in performance of the said will, within the time limited, but was not able to effect the same, but had lately purchased the messuage and lands thereafter mentioned, in order to settle the same to the uses before mentioned; the said Anne Pole, in execution of the trust in her reposed, granted and enfeoffed to the said Sir Thomas Gresley and others, their heirs and assigns, a messuage, farm or tenement, in Marston Montgomery, then in the occupation of Thomas Stubbing, with the lands, tenements, &c. thereto belonging, on trust, that they should, out of the rents and profits thereof, pay all such charges as they should be put to in their trust; and should also pay 48*l.* without any deduction, yearly for ever, for the putting forth six apprentices in such manner as directed by the will of the said German Pole; and upon further trust, that they should pay to the minister and churchwardens of Radford 10*s.* yearly on St. Thomas's-day, to be then distributed to the poor of the said parish

parish of Radbourn, (which, it is stated, was in consideration and discharge of 5*l.* which Henry Hemings gave to the poor of Radbourn, which, with the interest thereof, was advanced to 10*l.* and paid by the said Anne Pole); and on further trust, that the said trustees and their heirs should employ all the rest of the said rents and profits to such uses and in such manner as the said Anne Pole by any deed, or by her will, should direct and appoint, and that in default of such direction they should permit the heirs of the said Anne Pole to have and enjoy the said surplusage; and to the further intent, that whenever the said trustees should be reduced to the number of three, the survivors should convey the said premises to seven or more substantial honest gentlemen in the neighbourhood, to be appointed by the said survivors and the owner of the manor of Radbourn for the time being, on the trusts aforesaid; and reciting, that the said premises were charged with the rent of 20*l.* per annum to the said Thomas Stubbing, late owner of the said premises, for his life, so that the rents and profits would not then fully perform the trust, according to the intent of the said testator, the said Anne Pole covenanted with the said trustees to pay so much yearly as should, with the said rents and profits, fully satisfy the said yearly payment of 48*l.* 10*s.*, and all such sums as should be laid out in the execution of the said trust; and it was declared, that a term of 1000 years then vested in the aforesaid Samuel Pole should go along with and attend the inheritance.

Radbourn.

German Pole's
Charity,
continued.

The said *Anne Pole*, by her Will, bearing date 13th November 1703, and proved at Lichfield, directed Samuel Pole, of Radbourn, esq. his heirs and assigns, as soon as a convenient purchase could be had, to lay out 200*l.* in the purchase of lands, or a good rentcharge, in the name of the said Samuel Pole, his heirs and assigns, or of some other person to be intrusted by him to make good the charity of 48*l.* per annum given by her late husband for putting forth six poor children apprentices yearly, and 40*s.* per annum to defray the charges of the trustees in putting forth the said apprentices, and also Henry Hemings's legacy of 10*s.* per annum to the poor of Radbourn, in case the farm and lands in Marston Montgomery, purchased and settled by her for the same should fall short of making good the said yearly charity, and the said 40*s.* and 10*s.* per annum, it being her will that the said estate so by her purchased and settled at Marston Montgomery as aforesaid should and might perform and discharge the said charity, and the 40*s.* per annum to defray the trustees expenses, and Henry Hemings's legacy of 10*s.* per annum; and that the overplus thereof, and of the lands or rentcharge to be purchased by the said Samuel Pole and his heirs and assigns for making good the same, should be and remain, and she thereby gave and devised the same, to the said Samuel Pole, his heirs and assigns, for ever.

The premises mentioned in the indenture of feoffment of 1687 were demised by the said Anne Pole, by indenture, bearing date 24th March 1692, for three lives, and for 21 years after the death of the survivor, at the yearly rent of 51*l.* from which 2*l.* 18*s.* 6*d.* per annum was deducted for land-tax, leaving the sum of 48*l.* 1*s.* 6*d.* applicable to the purposes of the charity. In the year 1800 it was discovered that this lease had expired, and the trustees having taken the opinion of the then solicitor-general and other counsel, from which it appeared that Sacheverell Pole, esq. was entitled to a portion of what might be the improved rents of the farm, it was agreed that steps should be taken for re-letting the farm, and it was subsequently determined that one third of the estate should be set out in severalty for the use of Mr. Pole, in full for his interest therein, under the will of Mrs. Anne Pole; a partition was accordingly made, and a deed executed by the then trustees and Mr. Pole to the following effect.

By Indenture, bearing date 10th June 1805, between Francis Noel Clarke Mundy, of Markeaton, Edward Miller Mundy, of Shipley, Robert Holden, Daniel Parker Coke, esqs., the Rev. Edward Pole, Francis Mundy, of Markeaton, esq., the Hon. and Rev. David Curzon, Robert Holden, and Charles Godfrey Mundy, esqs. of the one part, and Sacheverell Pole, esq. son and heir of Edward Sacheverell Pole, who was the nephew of German Pole, who was the eldest son and heir of Samuel Pole, the heir at law and devisee of Anne Pole the widow and executrix of German Pole; reciting the will of the said German Pole, the indenture of feoffment made 1st January 1687, and the will of the said Anne Pole; and reciting that the premises in the said indenture of feoffment had by divers mesne conveyances become vested in the said Francis Noel Clarke Mundy and the other parties of

Radbourn.

German Pole's
Charity,
continued.

the first part, and that the said Sacheverell Pole was entitled to all the estate of the said Samuel Pole in Marston Montgomery devised to him by the said Anne Pole, and had applied to the said trustees to have such part of the said premises, as, at the time of making the said indenture of feoffment, could be considered as surplus property and more than sufficient at that time to discharge the said annual sum of 48*l.* directed to be appropriated by the said German Pole, the said annual payment of 10*s.* to the minister and churchwardens of the parish of Radbourn, and the said annual sum of 40*s.* to defray the trustees expenses, set apart from the other part of the said estate, so that he might enjoy his share of the said estate in severalty; and reciting that the said premises consisted of a farm-house and outbuildings and several closes of land, that is to say, the Homestead, consisting of a messuage, dwelling-house, outbuildings, &c. garden, orchard and land adjoining, containing 10*A.* 0*R.* 12*P.*; the Pastures, 27*A.* 3*R.* 3*P.*; Upwoods, 33*A.* 0*R.* 36*P.*; Pingle, 1*A.* 0*R.* 31*P.*; Birch Field, 5*A.* 2*R.* 22*P.*; Town Meadow, 4*A.* 0*R.* 36*P.*; Little Field, 3*A.* 1*R.* 23*P.*; Town Field, 3*A.* 3*R.* 39*P.*; the Holme, 6*A.* 2*R.* 30*P.*; and Upwoods in four parts, 28*A.* 1*R.* 25*P.* and further reciting, that it had been thought most beneficial for the interest of the said charity, and also for the said Sacheverell Pole, that such part of the said premises as he was entitled to under the will of the said Anne Pole should be held by him in severalty; and that it had been agreed by all the said parties thereto that two third parts thereof were at the time of making the said indenture of feoffment more than sufficient to discharge the said annual sums of 48*l.* 10*s.* and 40*s.*; and that it had been agreed that Francis Calvert and William Cox should value and direct the division of the said farm and premises in the proportion of two third parts thereof for the benefit of the said charity, and one third for the benefit of the said Sacheverell Pole; and further reciting, that the said Francis Calvert and William Cox had proceeded to value and divide the said premises, and had given their opinion, in writing, that the said dwelling-house, with the outbuildings, garden, orchard, land adjoining, and the Homestead, the lands called the Pastures, the first-mentioned Upwoods, the Pingle, Birch Field, and Town Meadow, containing in the whole by admeasurement 82*A.* 0*R.* 20*P.* were equal in value, quantity and quality, all circumstances considered, to two third parts of the said premises; and the remainder containing 42*A.* 1*R.* 37*P.* to one third part; and that in pursuance of such opinion the first-mentioned lands and premises had been held separately by the said trustees since the 5th April 1804, and the residue by the said Sacheverell Pole; for confirming the said partition it was declared and agreed, that from the said 5th April 1804, and from thenceforth evermore, the said trustees should enjoy in severalty, on the trusts mentioned in the will of the said German Pole, and the said indenture of feoffment, all the premises above described as equal to two third parts of the said estate; and that the said Sacheverell Pole, his heirs and assigns, should from the same time enjoy in severalty the residue thereof; and the said parties mutually granted and released to each other the respective proportions of the said estate.

By Indentures of Lease and Release, bearing date 21st and 22d August 1815, reciting the Will of German Pole, the indenture of feoffment of 1st January 1687, several subsequent trust-deeds, the last bearing date 4th and 5th June 1800, the deed of partition, bearing date 10th June 1805, Francis Noel Clarke Mundy, of Markeaton, Edward Miller Mundy, of Shipley, Daniel Parker Coke, esquires, the Rev. Edward Pole, all since deceased, and Francis Mundy, of Markeaton, esq., the Honourable and Rev. David Curzon, Robert Holden, and Charles Godfrey Mundy, esq. the then surviving trustees, conveyed the premises set out by the said deed of partition for the benefit of the charity, to the use of themselves, and Edward Sacheverell Chandos Pole, esq. Sir Robert Wilmot, of Chaddesden, bart., Leonard Fosbrooke, esq. and Bache Heathcote, esq. since deceased, on the trusts mentioned in the will of the said German Pole, and the indenture of feoffment thereinbefore recited.

It appears from the accounts of this charity, that in the years 1786 and 1787, 240*l.* was received for timber. This sum was brought to account, and from 1787 to 1803, interest at the rate of two per cent. was allowed upon the money in hand. In 1803, when the accounts were made up, there was a balance of 378*l.* 5*s.* 1*d.* in hand, and it was then determined that one third of the money received for timber should be paid to Sacheverell Pole, esq. and that the residue should be invested in the funds. In September 1803, the sum

of 252*l.* 3*s.* 4*d.* was laid out in the purchase of 463*l.* 16*s.* three per cent. consols. In 1807 this stock was sold, and 283*l.* 3*s.* 11*d.* the produce thereof, was expended in the repairs of the buildings upon that part of the farm which was set out to the charity, the whole cost whereof was 357*l.* 1*s.* 3*d.* The proportion of the expenses of the partition paid out of the funds of the charity amounted to 78*l.* 8*s.* 5*d.*

From 1804, when the partition took place, to 1808, the farm was let at 87*l.* 12*s.* per annum. In 1809 the rent was raised to 100*l.* subject to the payment of 1*l.* 19*s.* per annum, being two thirds of the land-tax charged upon the whole estate previously to the partition. The same rent was received till 1815, when the farm was let on lease, bearing date 19th August 1815, to Thomas Jefferys, for a term of 21 years, from the Lady-day preceding, at the yearly rent of 100*l.* for the first 14 years, and 120*l.* for the residue of the said term, with covenants on the part of the lessee for good husbandry, and to keep the buildings and premises in repair, rough timber and bricks being provided by the lessors.

Since the granting of this lease, the trustees have thought it necessary to make an abatement every year until 1826. In 1816, it was ordered at the meeting of the trustees that 15*l.* should be returned to the tenant on account of the badness of the times; an abatement of 20*l.* was made in 1817, and from thence to 1824, and of 10*l.* in 1825; directions however were given, in some instances, that the sum returned to the tenant should be laid out in the improvement of the land.

The clear rent therefore received by the trustees since 1815, after making these abatements, has been as follows: in 1816, 83*l.* 1*s.*; from 1817 to 1824, 78*l.* 1*s.*; in 1825, 88*l.* 1*s.*, and in 1826, land-tax only being deducted, 98*l.* 1*s.* Since 1816 there has been expended in providing materials for repairs and draining the sum of 56*l.* 9*s.* 3*d.* besides what has been laid out by the lessee.

The sum appropriated to each of the parishes or townships interested continued at 8*l.* per annum until after the rent was raised about the period when the partition took place. In 1804 the sum was increased by order of the trustees to 12*l.* 12*s.* per annum. At the annual meeting of the trustees in Whitsun-week this sum has been paid for binding out an apprentice from each of the places interested, provided there has been a boy or girl ready to be placed out; and until 1820, if there was no such child, that sum was paid to the minister of the place, to be distributed to the poor; the amount appears, however, to have been generally retained by the minister for the purpose of putting out an additional apprentice, or of increasing the premium allowed from the charity, when an occasion should offer. Since 1820, if no apprentice has been found ready to be placed out at the time of the meeting of the trustees, the allowance has, except in a few instances, been left in the hands of Mr. Francis Jessop, a solicitor, in Derby, who acts as clerk to the trustees, and keeps the accounts. It is now proposed, out of the balance due to the respective places, to allow a larger premium than 12*l.* 12*s.*, if it shall be found necessary, for providing a good situation for the apprentice. If, however, the full rent is received in future, it will be sufficient to allow of a higher premium in each year, without reserving any part of the annual allowance, which ought to be distributed to the poor, in case there should be no apprentice to be placed out.

In pursuance of an order made by the trustees in 1824, the persons to whom it is intended to bind the apprentices are required to attend the meeting in Whitsun-week, in order that the trustees may make such inquiries as they may think fit.

In 1804 an order was made that an account should be rendered to the trustees of the distribution of the money given to each parish, when there should be no apprentice; this however does not appear ever to have been done.

The following payments have been made from 1820 to May 1826, as appears by the accounts, which are audited annually by the trustees.

	£.	s.	d.
For Radbourn, four apprentices at 12 <i>l.</i> 12 <i>s.</i> each	-	-	-
Dalbury, two - - - at 12 <i>l.</i> 12 <i>s.</i>	-	-	-
To be distributed to the poor two years, at 12 <i>l.</i> 12 <i>s.</i> each	-	-	-
For Mercaston, four apprentices at 12 <i>l.</i> 12 <i>s.</i> each	-	-	-
To be distributed to the poor - 12 <i>l.</i> 12 <i>s.</i> each	-	-	-
	50	8	-
	50	8	-
	63	-	-

Radbourn.

German Pole's

Charity,

continued.

Radbourn.

German Pole's
Charity,
continued.

For Mackworth, seven apprentices at 12 <i>l.</i> 12 <i>s.</i> - - - -	£. s. d.
Markeaton, one apprentice at 12 <i>l.</i> 12 <i>s.</i> - - - -	88 4 -
one apprentice at 14 <i>l.</i> - - - -	39 4 -
To be distributed to the poor - 12 <i>l.</i> 12 <i>s.</i> - - - -	
For Mickleover, three apprentices at 12 <i>l.</i> 12 <i>s.</i> each - - - -	47 16 -
one - - - at 10 <i>l.</i> - - - -	
	£. 339 - -

Until the year 1826 an annual expense was incurred for a dinner on the day on which the trustees met, amounting on an average of the preceding six years to 3*l.* 3*s.*; but at the meeting held in May 1826 it was determined that this expense should be discontinued.

When Mr. Jessop was appointed clerk in 1820 he received from his predecessor the sum of 60*l.* 1*s.* 7*d.* the rent for that year having been received previously. With this balance, and the rents for the six years following, viz. from 1821 to 1826, he has received in the whole 558*l.* 7*s.* 7*d.*

He has paid to the different parishes interested according to the preceding statement - - - - -	£. s. d.
A bill to Messrs. Jessop and Edwards - - - - -	339 - -
For dinners - - - - -	2 16 10
And he has charged for drawing the indentures of apprenticeship - - - - -	18 18 -
	16 16 -
	377 10 10
Leaving in his hands a balance of - - -	180 16 9
	£. 558 7 7

The following is a statement of the accounts between the trustees and the different parishes above mentioned, as they stood on the 18th May 1826, the year's rent due the Lady-day preceding having been then received; and from this statement it will appear how the balance of 180*l.* 16*s.* 9*d.* was divisible.

To Radbourn there was due - - - - -	£. s. d.
Dalbury - - - - -	36 4 9½
Mercaston - - - - -	36 4 9½
Markeaton - - - - -	23 12 9½
Mickleover - - - - -	47 8 9½
	38 16 9½
	182 7 11½
From Mackworth there is due to the account of the trustees - - - - -	1 11 2½
	£. 180 16 9

At the meeting of the trustees in May 1826, orders were made for putting out several apprentices, but the premiums to be paid with them are not noticed in the preceding statement.

It does not appear that the yearly sum of 10*s.* charged upon the estate in respect of the gift of Henry Hemings has ever been set apart out of the funds of this charity, to be distributed to the poor of Radbourn.

MUNDY'S CHARITY.

Mundy's Charity. *Adrian Mundy*, who died 23d April 1677, as appears from an extract from his Will on a tablet in the church at Radbourn, bequeathed to the poor at Markeaton, Mackworth, Allestree, Quarndon, and Radbourn, to each town 20*s.* a year to be distributed as the ministers and churchwardens of those places jointly should think fit, the distribution to be made each year betwixt St. Thomas's and Christmas-day; and he directed that if at any time any of the said towns should be destitute either of minister or churchwarden, when the said legacies ought to be distributed, the distribution to the poor of that town should be made by the minister of the next of the aforesaid towns. And he gave to the minister and churchwardens of each town 4*s.* to be divided between them for their pains; but directed, that if the money should not be distributed within the time before mentioned, such town should lose the benefit thereof for that year, and that the same should go to such minister and churchwardens and poor, to be distributed as aforesaid, which should first discover

discover and demand the same, whether it should be one of the said towns to which these legacies were directed to be given, or any other town whatsoever. He also gave to the town of Quarndon 3*l.* a year to be employed towards the hiring of a minister to read divine service at the chapel, and 20*s.* a year to the clerk, but directed that if there should be no minister, the sum of 4*l.* should during such vacancy be equally distributed amongst the poor of Markeaton, Mackworth, Allestree, Quarndon, and Radbourn, to each town 16*s.* a-piece, to be paid at the same time as the 20*s.* And for the payment of the 10*l.* yearly to the said five towns he gave his mill and land at or near Ashover, then let on lease at the yearly rent of 12*l.* 10*s.* and the remainder of the rents and profits of the said mill and land, after the said 10*l.* yearly should be paid, he gave to his kinsman, Gilbert Mundy of Allestrey, and his heirs for ever, provided they should pay the said 10*l.* each year into the hands of the minister and churchwardens of the several towns aforesaid, 10 days before Christmas.

The yearly sum of 10*l.* is received annually by the Rev. William Barber, the minister of Quarndon, from Mrs. Stevens the owner and occupier of the mill at Ashover charged therewith.

The sum of 24*s.* is transmitted by him yearly to the rector of Radbourn, and 20*s.* thereof is distributed by the rector with other charities hereafter mentioned, and the Sacrament-money, amongst the poor at Christmas.

CHARITY OF GERMAN AND MILICENT POLE.

In the Parliamentary Returns of 1786 it is stated that *German Pole* and *Milicent Pole*, by Will, in 1682, gave a rentcharge of 4*l.* per annum to the poor of Radbourn. Radbourn:
Mundy's Charity,
continued.

The yearly sum of 4*l.* 10*s.* has been paid for many years as a charge upon the Radbourn estate, part of which sum is probably in respect of the gift above-mentioned, and the 10*s.* a year may possibly be paid in respect of the gift of Henry Hemings, which is noticed in our account of the charity of German Pole for apprenticing.

The sum of 4*l.* 10*s.* is received by the rector, and disposed of at Christmas, as already stated.

HOUGH'S CHARITY.

The particulars of this benefaction will be found in a former part of this Report, amongst the charities in the parish of Dalbury. Charity of German
and Milicent Pole.

The yearly sum of 20*s.* which has hitherto been received, has been distributed to the poor, with the two preceding charities. Hough's Charity.

PARISH OF SCROPTON UPON DOVE.

WALL'S CHARITY.

Thomas Wall, by his Will, bearing date 4th August 1807, and proved at Lichfield in November 1809, bequeathed to Francis Calvert, of Houndhill, William Smith, of Tutbury, and Thomas Smith, of Sedsall, and their successors, to be appointed as thereafter mentioned, 160*l.* on trust, to place out the same on government, real, or some other good security, and apply the interest thereof in manner following, viz. that they should therewith keep his monument in repair, and pay to the parish-clerk of Scropton for the time being 10*s.* 6*d.* yearly, on the 2d of February, as a compensation for his trouble in keeping the same clean and free from rubbish; and that they should also purchase six tammy gowns yearly for ever, to be given to six poor widows of the hamlet of Foston, and township of Scropton, on the said 2d day of February, at the discretion of the churchwardens and overseers of the poor there for the time being; and that they should pay the residue thereof to the said churchwardens and overseers, to be laid out by them in bread or beef, or both, at their discretion, to be distributed among the poor and necessitous inhabitants of Foston and Scropton; and he directed that whenever his trustees should be reduced to one, the principal inhabitants of Foston and Scropton should appoint two or more fit persons to be trustees jointly with the survivor or survivors; and that in case no such new appointment should be made, the said trust should devolve on the said Churchwardens and overseers for the time being, until such appointment should be made.

Mr. William Smith, and Mr. Francis Calvert, are now the two surviving trustees. The sum of 160*l.* was at the time of our inquiry, August 1826, in the hands

Scropton-upon-Dove.

Wall's Charity,
continued.

hands of Mr. Calvert, who has paid interest for it at the rate of 5 per cent., until two years ago, when it was reduced to 4 per cent. It had been determined however, at a meeting of the two trustees in July 1826, that the legacy should be invested in the funds. The interest is received by Mr. Smith, who keeps a Draper's shop in Tutbury; he provides materials for six gowns, and has them made up, the expense of which amounts to about 3*l.* 7*s.* per annum; he also pays 10*s.* 6*d.* to the clerk, for keeping the monument of the testator clean; and the residue, whatever it may be, is paid to a baker who furnishes bread to the amount thereof. The gowns are delivered by the churchwardens on or about 2d February to six poor widows or old women of the parish, who are appointed at a select vestry. The bread is distributed on the same day by the churchwardens, with the assistance of one or two of the inhabitants, amongst the poorest persons of the parish, in different quantities according to the number in their respective families.

PARISH OF SHIRLEY.

EDWARD PEGG'S CHARITY.

Shirley.

Edward Pegg's
Charity.

There is an old Table of Benefactions in the church at Shirley, on which it is stated that Mr. Edward Pegg gave 20*s.* yearly to the poor of Shirley; 10*s.* against Christmas, and 10*s.* against Easter; also 15*s.* yearly to the poor of Yeaveley, 7*s.* 6*d.* against Christmas, and 7*s.* 6*d.* against Easter.

The two yearly sums of 20*s.* and 15*s.* are paid by Mr. Robert Steeples, the owner of the impropriate rectory of Shirley, which he purchased by private contract, the property of which had previously been offered for sale by auction, having been described as being charged therewith in the printed particulars.

The churchwarden of Shirley receives 10*s.* at Christmas, and 10*s.* at Easter, which sums are added to the Sacrament-money on those days, and distributed to the poor by the minister and churchwarden.

The application of the sum paid for the poor of Yeaveley will be hereinafter stated.

ELIZABETH PEGG'S CHARITY.

Elizabeth Pegg's
Charity.

On the same Table of Benefactions it is stated that Mrs. *Elizabeth Pegg* gave 6*s.* 8*d.* yearly, to be given every Christmas to the poor of Shirley, and 3*s.* 4*d.* yearly, to be given every Christmas to the poor of Yeaveley.

The yearly sums of 6*s.* 8*d.* and 3*s.* 4*d.* are supposed to be charged upon a small close in Rodsley, in the parish of Longford, the property of Mr. William Fearn. They are paid by his tenant, 6*s.* 8*d.* to the churchwarden of Shirley, and 3*s.* 4*d.* to the chapelwarden of Yeaveley. The former is disposed of in the same manner as the 20*s.* derived from the gift of Edward Pegg.

TOWNSHIP OF SHIRLEY.

GOODALL'S CHARITY.

Shirley.

Goodall's Charity.

On the same Table of Benefactions it is also stated that *Robert Goodall* gave 12 twopenny loaves to be distributed every Christmas-day, and the like number every Easter-day.

The yearly sum of 4*s.* is supposed to be charged on two parcels of land at Kniveton, the one called the Field Head, and the other the Horseley Piece, containing together about three acres, lately the property of Mr. Gilbert Goodall, of Middleton near Wirksworth, and now of his son, who is a minor. The lands are let to two different tenants, and one of them pays 2*s.* at Christmas, and the other 2*s.* at Easter.

These sums are laid out by the churchwardens in twopenny loaves, which are distributed by them amongst poor persons at Shirley church on Christmas and Easter-day.

CHAPELRY OF YEAVELEY.

CHARITIES OF EDWARD PEGG AND ELIZABETH PEGG.

Yeaveley.

Charities of
Edward Pegg and
Elizabeth Pegg.

The several yearly sums of 7*s.* 6*d.*, 7*s.* 6*d.*, and 3*s.* 4*d.* received by the chapelwarden of Yeaveley in respect of the charities of Edward and Elizabeth Pegg already noticed, are distributed by him to the poor of this chapelry soon after they are received.

CALVERT'S CHARITY.

We have in a former part of this Report, amongst the charities of the parishes of Edlaston and Wyaston, noticed a gift supposed to have been derived from Humphry Calvert.

The yearly sum of 6*s.* 8*d.* is paid by the tenant of James Godfrey De Bourgh, esq., to the chapelwarden of Yeaveley, which is distributed at Christmas in the same manner as the preceding charities.

Yeaveley.

Calvert's Charity.

PARISH OF SNELSTONE.

DOCKSEY'S CHARITY.

Robert Docksey, by his Will, bearing date 24th April 1704, and proved at Lichfield in the following year, gave to the poor of the parish of Snelstone 40*s.* yearly for ever, to be issuing out of a close called Townsend Croft, to be laid forth in buying coals for them at Whitsuntide, and distributed amongst them by and at the discretion of the churchwardens and overseers of the poor of the said parish for the time being for ever.

Snelstone.

Docksey's Charity.

The annual sum of 40*s.* was distributed annually in coals by Richard Mellor, the tenant under Mrs. Margaret Johnson, of the field called Townsend Croft, which is stated to contain between three and four acres, until about 12 years ago, when it was discontinued.

The field is now the property of Mr. Samuel Johnson, who resides near Chesterfield, and the present tenant of it is John Mellor.

Formerly the annuity was paid to the churchwardens and overseers, and by them distributed to the poor in coals, but during the latter part of the distribution it was made by the tenant. Under the provisions of the donor's will, the distribution ought to be made by the churchwardens and overseers.

From the Parliamentary Returns of 1786, it appears that this annuity was at that time paid by Mr. Wright, and we are informed that a person of that name, who was the brother of Mrs. Johnson, formerly occupied Townsend Croft as tenant to her.

We are informed by a letter from Mr. Samuel Johnson, that the above-mentioned property has lately come into his possession, and that he has not been able to find among his writings any document showing by whom the gift to the poor was made, but that he only requires to be satisfied that the charge is due from him before he pays it.

As we apprehend there is no reason to doubt the identity of the field subject to the annuity of 40*s.* by Mr. Docksey's will, we apprehend that Mr. Johnson ought to discharge the arrears thereof, which have accrued during the time that he has been the owner of the field, and to pay the annuity regularly in future, to be disposed of according to the directions of the donor.

BRUNT'S CHARITY.

The Parliamentary Returns of 1786 state that Mr. *Brunt* gave to the poor of Snelstone 1*l.* per annum, which appears to have been at that time paid by Mr. Hope. The date of the donation, and the instrument by which it was given, are not stated in the Returns.

Brunt's Charity.

We are informed that until the year 1802 an annual sum of 1*l.* was distributed by the churchwardens and overseers to the poor of this parish, under the name of Brunt's Dole; that it was formerly paid by Mr. Hope Docksey, who died about 60 years ago, and who devised an estate at Snelstone to Dr. Hope, the grandfather of the Rev. Charles Stead Hope, of Derby, to whom this estate descended; that during the latter part of the continuance of this payment it was made by the late William Copestake, who occupied a cottage and croft at Snelstone, as tenant to the Rev. C. S. Hope, and who upon that gentleman selling a part of his estate there, for the redemption of the land-tax, purchased the same premises of him. The cottage and croft are now the property of Henry Copestake, the grandson of William Copestake; but we have not been able to find any other evidence to show whether this annual payment was charged thereon, or on any other part of the late Mr. Hope Docksey's estate, except the payment of it as above mentioned.

BOULD'S CHARITY.

Snelstone.

Bould's Charity.

By Indenture, bearing date 4th February 1804, and enrolled in the Court of Chancery, *Henry Bould*, of Darley Moor, in the parish of Snelstone, granted to the Rev. Thomas Langley, Richard Mellor, George Allen, Thomas Wood, and Robert Wagstaff, and their heirs, a messuage and six parcels of land, containing by estimation eight acres, situate at Darley Moor, on trust, to let the said premises at the best yearly rent for any term of years not exceeding 14 years, and out of the rents, in the first place, to pay all the taxes and assessments payable by the landlords, and the expenses of repairs, and other necessary expenses in the execution of the trust, and to apply the residue of the rents and profits from time to time within the year that the same should become due, to and amongst such of the poor inhabitants of the parish of Snelstone, being legally settled there, as should not receive weekly pay, not exceeding in money, or its value in other articles, the annual sum of 10*s.* 6*d.* for any grown person, or 5*s.* for any one child, as the major part of the trustees in their discretion should think fit, or otherwise to lay out from time to time the said residue of the rents and profits, or any part thereof, in the purchase of bread, meat, wood or coals, or such articles of wearing apparel, as the said trustees should think fit, amongst such poor inhabitants as aforesaid. And it was provided, that there should never be less than three trustees to act in the execution of the trust, and never four, but always such a number as would constitute a majority, in case of any vote respecting the execution of the trusts; and that, upon the death of any of the trustees, or upon their desire to be discharged from the trusts, or of their incapacity or refusal to act, the remaining trustees should, by deed, nominate another trustee or trustees, to make up the number of five, and convey the trust-estate accordingly.

By Indenture, bearing date 22d March 1822, George Allen, Thomas Wood, and Robert Wagstaff, having survived the said Thomas Langley and Richard Mellor, appointed in the places of the two latter James Allen and John Wagstaff to be trustees, and conveyed the trust-premises to the use of all the said trustees, according to the trusts aforesaid.

The property given by this donor consists of a house, inhabited as two dwellings, with adjoining farm-buildings, and a garden, orchard, and four fields, containing all together about eight acres, in the occupation of William Stubbs, under a lease from the trustees for 14 years from Lady-day 1819, at the yearly rent of 20*l.* the tenant undertaking to keep the buildings in repair. This letting took place by ticket. The tenant has been allowed 2*l.* per annum out of his rent, the reduced amount of which is considered to be at the present time the full annual value of the premises. The land was let immediately after the making of the deed of gift to Richard Mountney, for 14 years, at 13*l.* a year. At the time of the donation the buildings were out of repair, and after the expiration of Richard Mountney's term, during which a cowhouse and barn had fallen down, a sum of 16*l.* was received from him for dilapidations. After the present lease was granted, the house was repaired, and the cowhouse and barn rebuilt, at an expense of nearly 100*l.* which has been gradually paid off; and at the time of our inquiry (July 1826) the whole had been discharged; but there was a bill then remaining due of about 3*l.* for soughing-tiles, allowed to the tenant. Some oak trees were felled upon the trust-premises, which were used in the building. The bark was sold for 5*l.* 0*s.* 6*d.* and two ash trees were also sold for 3*l.* 16*s.* and these sums were carried to the account of the charity.

In consequence of the debt thus incurred, the distribution of the rents to the poor, which had been previously made, was stopped from 1820 to 1823, but in 1824 was partially resumed. In the last-mentioned year there was a distribution to the amount of 11*l.* 4*s.* a balance then remaining due to Mr. George Allen, one of the trustees, of 10*l.* 3*s.* 5*d.*

In March 1825 there was a distribution to the amount of 8*l.* 15*s.* and in December 1825 to the amount of 7*l.* 18*s.*

In consequence of the tenant having been backward in the payment of his rent, there had not been, at the time of our inquiry, any distribution for the year 1826, but the tenant had then paid the half-year's rent due at Michaelmas 1825, and it was expected that the half-year's rent due at Lady-day 1826 would shortly be received. It was intended to distribute these rents at the ensuing Michaelmas, and in future to make the distributions half-yearly.

The

The charity is given in money amongst poor men and widows of this parish ; and we are informed that the trustees adhere to the regulation of the donor, that those who partake of it should not be in the receipt of weekly relief.

The distributions take place at a public-house at Snelstone, when a small expense is incurred of about 5s. or 6s. for the refreshment of the trustees.

In 1823, a sum of 5*l.* 3*s.* 4*d.* was paid for the new trust-deed.

Snelstone.

Bould's Charity,
continued.

NORBURY SCHOOL.

This parish is entitled to the benefit of the school at Norbury, founded by Thomas Williams, mentioned in a preceding part of this Report.

Norbury School.

PARISH OF SPONDON.

SCHOOL.

By an Inquisition taken under a Commission of Charitable Uses, at Derby, 26th March, 35 Car. 2, it was found, amongst other things, that *Thomas Gilbert*, of Locko, by his Will, bearing date 15th December 1657, bequeathed to the town of Spondon 60*l.* to purchase an annual rent of 3*l.* the same to be paid for and towards the maintenance of a schoolmaster there for ever.

Spondon.

School.

By Indentures of Lease and Release, bearing date 15th and 16th July 1663, between William Hollingworth, of the one part, and Henry Gilbert, esquire, Richard Cross, and three others of the other part, the said William Hollingworth, in consideration of 60*l.* conveyed to the said Henry Gilbert and others, and their heirs, the pingle or parcel of inclosed ground called Coxall Pingle, in Spondon, and another pingle there called Hobson's Paddock, in trust, for such uses as should be declared in a deed-poll of even date with the said release.

By deed-poll of such date the said Henry Gilbert and others declared, that in performance and satisfaction of the will of Thomas Gilbert, concerning a legacy given by him for and towards the support and maintenance of a schoolmaster in Spondon, the monies given forth at purpose having been laid out by them in the purchase of the premises above mentioned, they would yearly pay and dispose of the rents and profits of the said premises towards the maintenance of a schoolmaster at Spondon, that is to say, that the same should be paid to the said schoolmaster half-yearly, at Lady-day and Michaelmas; and it was further declared, that whenever all the trustees, except two, should be dead, the survivors should, out of the rents and profits, convey the same to the use of five of the most able and substantial inhabitants of the town of Spondon, whereof the said survivors should be two, and the heir of the said Henry Gilbert one, upon the like trusts.

By Indentures of Lease and Release, bearing date 18th and 19th February 1711, between Henry Gilbert, of Locko, of the one part, and Henry Gilbert, his son and heir apparent, Edward Wilmot, esq., the Rev. Samuel Fletcher, vicar of Spondon, Richard Sneshy, and John Antill, of the other part, the said Henry Gilbert the elder, for a nominal consideration, conveyed to the parties of the second part, and their heirs, a close, called the Brook Close in the Brook Field of Spondon, containing by estimation three acres, on trust, that they should yearly and every year let the same to the best improved rent, and pay thereout to the then and future schoolmasters of the free-school of Spondon, 40*s.* yearly, by half-yearly payments at Michaelmas and Lady-day, and if it should happen that the said close could yield more than 40*s.* rent yearly, they should lay out the overplus thereof in the necessary repairs of the said school; and that whenever the said trustees should be reduced by death or otherwise to the number of two, the survivors should elect three other persons, of the liberty of Spondon, in their room, provided that the heir of the said Henry Gilbert, senior, and the incumbent of the vicarage of Spondon, should be always in the trust.

By Indenture, bearing date 24th January 1727, reciting the several indentures and deed-poll above abstracted, and a conveyance of the two pingles purchased of William Hollingworth, bearing date 29th June 1686, and reciting that all the trustees, except Henry Gilbert, party thereto, were dead, the said Henry Gilbert conveyed all the premises above mentioned to the use

Spondon.

School,
continued.

of himself and of Edward Wilmot, John Gilbert, son and heir of the said Henry Gilbert, the Rev. Henry Fletcher, vicar of Spondon, and John Antil, upon the trusts contained in the previous deeds.

Of the four trustees named in this deed, it appears that John Gilbert, who afterwards took the name of Cooper, was the survivor, as the same four trustees were parties with other persons to an indenture of the same date, whereby certain charities given for the poor by William Gilbert and others were conveyed to new trustees, and the said John Gilbert Cooper, with two other persons, who were not trustees for the school, are described in a subsequent deed of trust for those charities, bearing date in 1764, as the surviving trustees under the prior deed of 1727. The heir of the above-named John Gilbert Cooper is John Gilbert Cooper Gardiner, esquire. It seems advisable, that when the school becomes vacant, or any other opportunity may occur for defraying the expenses, the property should be conveyed to new trustees.

The property belonging to the school consists of

1. Two small closes in Spondon, now in the possession of the schoolmaster, the one called the School Pingle, containing 1A. 3R. 11P., and the other called the Wet Pingle, containing 2R. 17P. These are probably the premises purchased in 1663 of William Hollingworth, though it appears that they were demised to the vendor the day after the date of the conveyance thereof for 1,000 years, at the rent of 3*l*.

2. A close, called Brook Close, also in the possession of the schoolmaster, containing, according to a survey made in 1825, 1A. 3R. 37P., although this is described in the deed of 1711 as 3 acres. The fences are stated to be very ancient, and there is no reason to believe that any part of the land has been lost.

These premises are exonerated from the payment of land-tax, and are estimated as being worth from 9*l*. to 10*l*. per annum.

There is also in the village of Spondon a building upon which there is described the date of 1699, containing a large school-room and two other small rooms, in which the schoolmaster for the time being formerly lived, but these are now only used for a Sunday-school.

In 1801, when the late master died, the school was left in a very dilapidated state, and it was then completely repaired by subscription; and what has been required subsequently has been done under the superintendence of the vicar; and the present master pays 1*l*. annually to the vicar for that purpose in respect of the Brook Close, the rents of which, beyond the sum of 40*s*. per annum, are by the deed of gift so appropriated.

The master of this school was appointed by John Gilbert Cooper, to whom he gave a bond to resign the school whenever he should be called upon so to do.

Besides the benefit arising from the lands above mentioned he receives the yearly sum of 5*l*. derived from the gift of the Rev. *George Stanhope*, dean of Canterbury, who by his Will, bearing date 2d May 1727, charged the moiety of the rectory impropriate of Spondon, of which he was seised in fee, with a yearly rent or pension of 15*l*. clear of all taxes, to be paid at Lady-day and Michaelmas to the vicar of Spondon, and directed, that of the said yearly sum of 15*l*. 10*l*. should belong to the said vicar, as an augmentation to his income, provided that he should dispose of the remaining 5*l*. in the following manner, (that is to say,) that he should pay 4*l*. yearly for the teaching four poor children of the parish of Spondon to read, write, and cast accounts; and that he should take care the master employed to teach them should do his duty, and that he himself should examine and see that the said poor children were competently instructed in the catechism, liturgy, and principles of the church of England; and that with the remaining 1*l*. yearly he should provide each of such children at leaving the school a Bible or Common Prayer-book, and Whole Duty of Man; and if the stock held out, such other useful tracts of piety and virtue as he should judge most necessary and profitable for that state of life to which it should please God to call them.

The yearly sum of 5*l*. is paid to the schoolmaster by the vicar, who receives it, together with the 10*l*. to which he is himself entitled, from William Drury Lowe and Jacob Osborne, esqrs. the owners of the allotments which were set out upon the Inclosure in lieu of two several fourth parts of the great tithes.

In respect of the ancient endowment, the schoolmaster takes six boys of Spondon, who are nominated by the trustees of the charities founded by William

Gilbert

Gilbert and others, to whom this power appears to have been delegated in 1799 by the above-mentioned John Gilbert Cooper; the master also takes four boys, nominated by the vicar in respect of Dean Stanhope's gift. These boys are all taught reading, writing, and arithmetic, without any charge; and each of the boys nominated in respect of Dean Stanhope's gift, on leaving the school, provided he has staid a reasonable time there, receives from the master, under the directions of the vicar, a Bible, with the Whole Duty of Man.

Spondon.

School,
continued.

CHARITIES OF WILLIAM GILBERT, AND OTHERS,

By Indentures of Lease and Release, bearing date 17th and 18th January 1662, between Henry Gilbert, of Locko, esq. of the one part, and Richard Cross and 12 others, inhabitants and parishioners of Spondon, of the other part; reciting, that *William Gilbert*, late of Dublin, by his Will, bearing date 25th September 1649, bequeathed to the parish of Spondon, for the use and benefit of the poor of the said parish, 1,000 *l.*, to be laid out in lands; the said Henry Gilbert, in discharge of the said sum of 1,000 *l.*, conveyed a cottage or tenement, with a croft thereto adjoining, and a close called the Holme, containing by estimation 3 acres, and the several closes, called Crambucke Sitch, Sitch Meadow Close, Wilmore Flat Close, Hudson's Hot Greave Meadow, Thacke Holme, Sheffield Hole Pingles, Whatgreave Pingle, Peckadale Close, Wiggon Carr Close, Lousie Greave Close, Locko Lane Close; and also two leys or ridges of land, containing by estimation half an acre, adjoining Sitch Meadow Close; two leys, containing by estimation 1 acre, in a close of Alexander Knight, called Brook Close; four leys, containing by estimation 1 acre, in a close of William Olorenshaw, called Brunswood Close; a cottage or tenement, and 4 acres and 1 rood of arable land, and 1 acre of pasture, in the Waste Leys thereto belonging in Chaddesden; and a close, containing by estimation 4 acres, at a place called Fullmart Balke; all which premises were situate in Spondon and Chaddesden, or one of them, to the said Richard Cross and others, their heirs and assigns, in trust for such purposes as by deed-poll of the same date with the release should be declared; and liberty was reserved to the said Henry Gilbert to exchange any part of the before-mentioned premises for his accommodation, giving lands in Spondon or Chaddesden of equal value.

Charities of
William Gilbert,
and others.

By Deed-poll, bearing date 18th January 1662, reciting the indentures above abstracted, it was declared by the said Richard Cross and others, that they and their heirs would yearly dispose of the rents and profits of the said premises to and amongst 10 of the most honest, poor and necessitous persons of the parish of Spondon, five thereof to be chosen by the said Henry Gilbert and his heirs, and five by the said Richard Cross and others, and the survivors of them, and their assigns, viz. to each of the said 10 poor people 2*s.* a-piece on every Sabbath-day in the church of Spondon, 12*d.* a-piece after morning service, and 12*d.* a-piece after evening service or sermon; and that the residue of the said rents, if any, should yearly be bestowed amongst the churchwardens and overseers of the said parish at Midsummer and Christmas, "at the taking the accounts hereof." And it was further declared, that whenever all the said trustees should be dead except three, the survivors should convey the said premises to the use of 13 of the most able and substantial inhabitants of the said town and parish of Spondon, and their heirs, whereof the survivors should be three.

By Indenture, bearing date 26th November 1685, reciting the conveyance made in 1662, the said Henry Gilbert conveyed to John Piggin and William Olorenshaw, the then surviving trustees, three several closes called Pikehades Pingle, Hobson Paddock and Pasty Gap, two leys in a close called Stonycross, and an acre of arable land in the occupation of John Stevens, all in Spondon, and a cottage, garden, orchard, and croft in Chaddesden, in exchange for the following premises situate in Chaddesden, which the said trustees thereby conveyed to the said Henry Gilbert, viz. a cottage, garden, orchard, and croft, with four acres and one rood of arable land, and one acre of pasture thereto belonging, and a close called Blackwast, and four acres and three roods of arable land.

In the next Conveyance to new trustees, bearing date 12th December 1685, the premises given to the trustees in exchange by the deed above abstracted, are inserted instead of those which had been re-conveyed to the said Henry Gilbert; and the trust declared as to the residue of the rents and profits, after paying thereout 2*s.* every Sunday to ten poor persons, as directed by the deed-

Spondon.

Charities of
William Gilbert,
and others,
continued.

poll of 1662, are as follows : that the same should be disposed of for defraying the charges of the overseers of the poor, and the churchwardens of the parish at the time of giving up their accounts, or in such manner as the major part of the said feoffees should think fit.

By Indentures of Lease and Release, bearing date 25th and 26th September 1704, between Henry Gilbert the elder, of Locko, of the one part, and Henry Gilbert, his son, the Rev. Samuel Fletcher, and eight others, parishioners and inhabitants of Spondon, of the other part, reciting the conveyance of 1662, made by the said Henry Gilbert, the elder, and that the premises thereby conveyed, by reason of their decay and fall of rents, did not produce the rents expected by the will of the said William Gilbert, the said Henry Gilbert, the elder, in augmentation of the said rents, conveyed to the said parties, of the second part, a close called West Lousie Greave, lying in Brookfield, containing by estimation, four acres; and another close called the Oole Meadow, lying amongst the meadows of Spondon, adjoining the Derwent, containing by estimation 3 A. 3 R., for the benefit and behoof of the poor of Spondon, upon the trusts expressed in the deed-poll of 1662.

By an Inquisition under a Commission of Charitable Uses, 26th March, 35 Car. 2; it was found, amongst other things, that John Locko gave a parcel of land situate in a close in Spondon, called Stare Close, then in the possession or occupation of Samuel Johnson, of the value or rent of 20s. per annum, for and towards the relief of the poor of Spondon, which rent of 20s. had formerly been paid; 10s. thereof only during the life of the said John Locko, and after his death the said full sum of 20s.

By Indenture, bearing date 18th May 1676, the same John Locko demised to Henry Gilbert and Samuel Johnson a lea or parcel of ground in a close in Brookfield, in Spondon, called Wast Nook Close, theretofore set out for the use of the poor of Spondon, containing about half an acre, for 1,000 years from the death of the said John Locko, on trust, to apply the profits thereof to the poor of Spondon, in such order as the profits of the rest of the close called the Wast Nook Close, should be given to the said poor.

It appears that the premises which by the deeds above abstracted were appropriated to the charity of William Gilbert, were conveyed to new trustees, by indenture, bearing date 24th January 1727; and that the same persons were thereby also appointed trustees for the two last-mentioned gifts of John Locko, and for several other charities for the benefit of the poor. At the time of our inquiry this deed could not be found; but it appears to be fully recited in the following indentures of lease and release, and also in the subsequent conveyances to new trustees.

By Indentures of Lease and Release, bearing date 14th and 15th June 1764, between John Gilbert Cooper, the elder, esquire, William Antill and Robert Wright, surviving trustees for several charities given to the poor of Spondon, of the one part, and John Lowe, of Locko, esquire, Thomas Manlove, vicar of Spondon, and nine others, of the other part, reciting the deed-poll of Henry Gilbert, bearing date 18th January 1662; and a subsequent conveyance to new trustees, bearing date 12th December 1685; and the indenture above alluded to, bearing date 24th January 1727, by which, reciting that John Locko had theretofore given a tenement which he had purchased of Sir Edward Mosley to the use of the poor of Spondon (an account whereof will be given hereafter under a separate head, as it is still under the management of distinct trustees) and that the same John Locko also gave a parcel of land in the Stare Close, and had demised another parcel of land in Wast Nook Close, for the benefit of the said poor, as already stated; and reciting that *Jane Birch*, by her Will nuncupative, in February 1643, gave a bond of 20l. to be kept at interest, or laid out in land by her executors, for payment of 20s. yearly, at two feasts, to the poor of Spondon; that *John Widowson*, by his Will, bearing date 28th June 1642, devised a cottage, house or tenement, and the lands thereto belonging, to Robert Widowson, his heirs and assigns, they paying yearly 20s. to the poor of Spondon at Christmas and Whitsuntide; that *Mary Widowson*, his widow, by her Will, bearing date 18th February 1664, gave to the poor of Spondon 8s. yearly, issuing out of her close called the Lousie Greave Close; and that *Richard Locko*, by his Will, bearing date 25th March 1678, gave to Alexander Knight

Knight an acre of plough-land, lying in Burrow Field, he paying 10s. a year to six of the poorest and needful honest widows of Spondon, born in the said town, to be paid at Ascension-day, and Candlemas-day; it was agreed (by the parties to the said indenture of 27th January 1727) that all the gifts and charities therein mentioned, should be under the management of the said parties thereto, and their heirs, and by them applied to the use of the said poor according to the intention of the several donors; it was witnessed, that the said John Gilbert Cooper the elder, William Antill, and Robert Wright, in execution of the several trusts in them reposed, conveyed to the use of the said John Gilbert Cooper the elder, and of the said parties of the second part, all the said lands, tenements and premises, with their appurtenances, on the trusts declared in the before in part recited indentures and deed-poll; and the said parties covenanted that all the said recited charities, and all other gifts and bequests for the benefit of the poor of Spondon, should, as far as in them lay, be under the collection, care and management of all the said parties thereto, except the said William Antill the elder, and should be applied by them to the poor of Spondon, according to the intent of the several donors aforesaid.

The next conveyance to new trustees was by indentures of lease and release, bearing date 5th and 6th March 1793; in the release there are the same recitals as in the preceding conveyance of 1764, and the same declaration of trusts; it also contains a particular description of the premises thereby intended to be conveyed, which, except in some particulars which will be noticed hereafter, answers to the description contained in the next trust-deed of 1824.

By Indentures of Lease and Release, bearing date 14th and 15th April 1817, (as recited in the deed of release of 6th January 1824, hereinafter mentioned) between John Gilbert Cooper, and the other then surviving trustees (except William Drury Lowe, esq.) of the one part, and the said William Drury Lowe, and Robert Holden, esq. of the other part, two several pieces of land, containing by survey 6A. 0R. 16P. on the south-west side of two closes, called the Asterdales, as the same had been staked out from the other parts of the said closes, were limited and assured by the said William Drury Lowe, and Robert Holden, to the said trustees in exchange for two closes, called Locko Lane Close, containing 4A. 2R. 32P., and the Brunswood, containing 1A. 3R., which last-mentioned premises were conveyed by the said trustees to the said William Drury Lowe and Robert Holden.

The exchange effected by the preceding indentures appears to have been advantageous to the charity, though the trustees had no authority to make it.

By Indentures of Lease and Release, bearing date 5th and 6th January 1824, between William Drury Lowe, esq., William Richardson, and Charles Meakin, of the one part, and John Gilbert Cooper Gardiner, esq., the Rev. John Fleming St. John, vicar of Spondon, Jacob Osborne and Roger Cox, esqrs., the Rev. Richard Dodsley Flamsteed, James Cade, John Antill, Joseph Osborne, Joseph Peat the younger, and John Sant the younger, of the other part, reciting as recited in the previous trust-deeds; and further reciting the deeds of exchange above abstracted, the said William Drury Lowe and others, conveyed to the use of themselves and the parties of the second part all the premises mentioned in the preceding trust-deed, except the Locko Lane Close, and the part of Brunswood above mentioned, and also the lands taken in exchange, on the same trusts as were declared in the indentures of lease and release of 14th and 15th June 1764.

The following is the present rental of the property vested in the trustees of these charities, the description of the premises in the indentures of 1824 being in substance the same as in this rental.

Tenants, all holding from Year to Year.	Description of Premises all in the Parish of Spondon.	QUANTITY.	RENT.	OBSERVATIONS.
		A. R. P.	£. s. d.	
William Holmes -	-- a house and homestead, and a garden added from the common upon the inclosure - -	1 0 1	4 18 -	{ The repairs are done by the trustees.
Francis Holbrook -	-- a close called the Poor Holme Close - - -	3 1 0	10 12 -	

Spondon.

Charities of William Gilbert, and others,

continued

Tenants, all holding from Year to Year.	Description of Premises all in the Parish of Spondon.	QUANTITY.			RENT.			OBSERVATIONS.
		A.	R.	P.	£.	s.	d.	
John Bennett	- - - a close called the Hollow } Shoof Close - - - - - }	3	0	25	8	8	-	
William Kirkland	- - - a close called the Thack- } holme Pingle - - - - - }	0	3	29	2	2	-	
John Jarram	- - - a close called the Sheffield } Hole Pingle - - - - - }	2	2	31	16	16	-	
	- - - a close called the Sitch Mea- } dow - - - - - }	3	1	0				
	- - - part of Sitch Meadow (now } called the Little Sitch Meadow) }	0	1	34				
Francis Grundy	- - - two closes called the } Waste Closes, one containing } 2 A. 0 R. 19 P., and the other } 1 A. 2 R. 6 P. - - - - - }	3	2	25	13	-	-	
	- - - a close called the Oulds } Close - - - - - }	5	2	0				
Thomas Turner	- - - two closes called the } Lousie Greaves, one contain- } ing 3 A. 3 R. 33 P., and the } other 4 A. 1 A. 11 R. - - - }	8	1	4	18	-	-	
John Wall	- - - a close called the Cranbuck } Sitch Close - - - - - }	2	0	4	2	4	-	
William Morley	- - - a close called the Little Hot- } greaves - - - - - }	1	1	20	4	4	-	
William Abbott	- - - a close called the Peckadale } an inclosure in Burrow } Fields - - - - - }	5	1	17	27	10	-	In the deed of 1824 these closes are described as containing 11 A. 0 R. 8 P., but a part of them, containing 1 A. 0 R. 3 P. has been disposed of to the Derby Canal Company, who pay a yearly rent of 2 l. 17 s.
		4	2	30				
Jacob Osborne	- - - another parcel of land in the } same field - - - - - }	0	1	12	-	16	-	This piece of land, containing 1 A. 1 R. 12 P., is part of a field called Bottom, near Shuckthorn, containing in the whole 3 A. 2 R. 39 P., the rest of which is the property of Jacob Osborne.
Joseph Ashby	- - - two closes, formerly part of } the Asterdales - - - - - }	6	0	16	12	-	-	
Derby Canal Com- pany	- - - part of Peckadale and Bur- } row Field - - - - - }	1	0	3	2	17	-	
					£.	123	7	-

All the above premises are stated to be let at fair rents.

Besides the property above mentioned there is belonging to these charities a sum of 120 l. three per cent consols, standing in the names of William Drury Lowe, esq. and Charles Meakin, producing dividends to the amount of 3 l. 12 s. per annum.

On referring to the accounts commencing in 1793, it appears that the sum of 52 l. 10 s. was received in that year for timber, and that a few years afterwards the trustees purchased stock to the amount of 72 l. 17 s. 2 d. three per cent consols. In 1815 some more timber was cut, and sold for 46 l., part of which was in the following year laid out in the purchase of 47 l. 2 s. 10 d. three per cent consols, making up in the whole 120 l. stock.

It will be observed, that in the indenture of 1727 several yearly payments are stated to have been charged upon land by different donors, for the benefit of the poor. Nothing is now known with respect to these donations, and it appears

appears from the draft of the Parliamentary Returns of 1786 that no information on the subject could be obtained at that time.

In the application of these charities the directions of the deed-poll of 1663, as to the weekly distribution to 10 poor persons every Sunday after morning and evening service, have been discontinued for many years; the rules by which the trustees now govern themselves were drawn up at a meeting held in 1793, whereby it was agreed: That in the disposal of the charity the oldest persons, and persons with the largest families, should be preferred, other circumstances being equal: That no person should partake of the charity under the age of 55, unless lame, blind, or otherwise infirm, so as to be incapable of labour, and no person receiving from the club-box: and that three weeks should intervene between the death of every person partaking of the charity, and the filling up the vacancy, and a fortnight notice given in the church previous thereto.

A receiver was at the same time appointed to receive the rents, and pay the poor persons nominated by the trustees the sums allotted to them. And it was directed that he should keep a book of his receipts and disbursements: That there should be an annual meeting of the trustees on the 24th June, to settle the accounts, and for other business: and that a book should be kept, wherein the business done by the trustees should be entered and signed by those present; and that three trustees might at any time call a meeting, when it should be thought necessary.

The number of persons appointed by the trustees to receive the benefit of these charities varies from year to year from about 20 to 24, according to circumstances. An interval of three weeks is always permitted to elapse after a vacancy takes place before it is filled up, and notice thereof is given to the trustees. After the lapse of three weeks a meeting of the trustees is held, and such of the candidates, of whom there is always a considerable number, as appears most necessitous, and the most fit object of charity in the judgment of the trustees present is elected. Each person who is appointed receives a weekly allowance, varying from 1*s.* to 4*s.* according to the discretion of the trustees.

Many of the objects of the charity receive also parochial relief, and the parish allowance is often reduced in the same proportion as the allowance from the charity is increased. In this manner the charity evidently operates immediately in diminishing the assessments for the relief of the poor. This, we apprehend, ought to be avoided as far as it is practicable, as it will be observed, that though the trusts declared in the deed-poll of 1662 seem to justify an application of the residue after the distribution of a specific sum to the poor to parochial purposes, the original donation of 1,000*l.* by William Gilbert was expressly for the use and benefit of the poor.

The office of receiver is now held by James Robotham, the permanent overseer, who receives 1*l.* 10*s.* yearly for his trouble; he collects the rents, and pays the weekly allowances to the poor, and he renders an account of his receipts and disbursements at the annual meeting of the trustees in June.

The following sums have been distributed to the poor in the last five years ending June 1826, during which period the income, including the dividends of the stock, has amounted annually to 126*l.* 19*s.* except in the first year, when it amounted only to 120*l.* 19*s.*

							£.	s.	d.
1822	-	-	-	-	-	-	124	16	-
1823	-	-	-	-	-	-	123	16	-
1824	-	-	-	-	-	-	124	16	-
1825	-	-	-	-	-	-	109	14	-
1826	-	-	-	-	-	-	123	17	-

To this expenditure is to be added the receiver's allowance of 1*l.* 10*s.* per annum; and in 1825, besides some other casual disbursements, amounting to about 3*l.* there was paid for the expenses of the last trust-deed, 16*l.* 17*s.* On 24th June 1826 there was a balance of 3*l.* 0*s.* 8*d.* in the hands of William Drury Lowe, esq.

LOCKO'S CHARITY.

By Indenture of Feoffment, bearing date 18th January 1663, between Sir Edward Moseley, bart. of the first part, John Locko, of the second part, and Henry Gilbert, the Rev. James Brecknock, vicar of Spondon, Richard Cross,

Spondon.

Charities of
William Gilbert,
and others,
continued.

Locko's Charity.

Spondon.

Locko's Charity,
continued.

John Piggin, John Hudson, and John Carrington of the third part, the said Sir Edward Moseley, in consideration of 65*l.* paid by the said John Locko, granted and enfeoffed to the said Henry Gilbert and others, and their heirs, a messuage, cottage or tenement, in Spondon, with the appurtenances, to the use of the said John Locko during his life, and after his decease, on trust, to dispose of the rents and profits at Christmas and Easter, yearly, by equal portions, among the most aged, weak, poor, and impotent persons within the parish of Spondon, by and according to their wisdoms and discretions; and on further trust, that whenever the said trustees should be reduced to the number of two, the survivors should enfeoff six other honest and substantial inhabitants of the said parish, whereof the vicar of Spondon and the owner or heir apparent of Locko Hall should be two.

By Indenture of Feoffment, bearing date 23d December 1797, reciting that *John Locko* had purchased a tenement for the relief of the poor in Spondon, of the yearly value of 3*l.*, and had by indenture, dated 18th January 1663, conveyed the same to Henry Gilbert and others, on the trusts above mentioned, and reciting, that John Piggin Goodwin, and John Carrington, parties thereto, had for a long time been in the receipt of the rents and profits, and claimed to be the heir at law of John Piggin and John Carrington, who were the survivors of the trustees named in the indenture of 1663; the said John Piggin Goodwin and John Carrington granted and enfeoffed to the Rev. John Cade, Richard Astley Sales, James Cade, Edward Taylor, Thomas Birch, and John Holland, a messuage and tenement in Spondon, with the orchard, garden and appurtenances, thereto belonging, then in the occupation of John Freckleton, and a close near the said messuage, containing two acres, more or less, in the occupation of John Harrison, and the several parcels of land set out on the inclosure of the open fields in Spondon, to the trustees of Locko's charity, viz. one parcel marked in the commissioners plan 59, containing 1*A.* 2*R.* 24*P.* and another parcel marked 45, containing 0*A.* 2*R.* 34*P.* which said allotments, containing together 2*A.* 1*R.* 18*P.*, were then in the occupation of the said John Harrison, on the trusts declared in the deed of 1663 thereinbefore recited.

Of the trustees appointed by this deed James Cade and John Holland are now the survivors.

In 1802 it was agreed at a vestry, that the following persons should in future act as trustees of this charity; William Drury Lowe, of Locko, the Rev. Nicholas Bayley the then vicar, Francis Wilmot, Joseph Osborne, John Cade and Charles Meakin; and from that period the charity has been under the management of Mr. Lowe, and the vicar of Spondon for the time being, and the accounts have been kept by Mr. Lowe.

The property now belonging to the charity consists of three closes of land, called the Top Common Close, the Common Barn Close and the Moor End Close, containing in the whole 5*A.* 3*R.* 29*P.* Previously to 1811 these premises were let at 8*l.* per annum; they were then let to the present tenant William Holbrook at 16*l.* per annum, and at that period an old house standing on the property was pulled down and a new barn built. To defray these expenses amounting to 35 *l.* 18*s.* 7*d.*, the difference between the old and improved rent was retained until the debt was paid off. From Easter 1817 the whole rent of 16*l.* has been distributed amongst the poor, except a sum of 1*l.*, which was allowed to the tenant for some expenses incurred by him in 1825.

For the distribution of this charity a list is made out by Mr. Lowe and the vicar on the days preceding Christmas-day and Easter-day every year, containing the names of such persons as they think the most proper objects of the charity, and the sum to be given to each, and the money to be disposed of is given to James Robotham, and distributed by him according to such lists.

On the day before Christmas-day 1825, 8*l.* was directed to be distributed as follows; to 24 persons 3*s.* each, and to 44 persons 2*s.* each; and the same sum on Easter-eve 1826; to 22 persons 3*s.* each, and 47 persons 2*s.* each.

It seems desirable that as there are now only two trustees living, in whom the property belonging to the charity is legally vested, a conveyance should be made to new trustees, of whom the vicar, and Mr. Lowe, as the owner of Locko, should be two; and we are given to understand that this suggestion will be adopted.

DAYKIN'S CHARITY.

Griffith Daykin, by his Will, bearing date 25th November 1723, as appears from the recitals contained in the indenture of 1796, hereinafter noticed, devised to William Osborne, William Rigley, John Bowes, and William Stenson the younger, and their heirs, a rentcharge of 12s., tax-free, to be yearly for ever paid out of his close called Dockey Furrows, in Spondon, at the Feast of St. Michael, on trust, to dispose of the same in purchasing therewith yearly one dark-gray gown or upper garment for a woman, to be given to such poor widow-woman inhabiting within the town of Spondon aforesaid, as his said trustees, in their discretion, should think fit, so as the said charity should not be given or repeated to the same person oftener than once in three years. He also devised to the same trustees and their heirs one other rentcharge of 12s. tax-free, to be yearly for ever paid out of his close in Spondon, called Great Sinderlands, at the Feasts of St. Michael and the Annunciation, by equal portions, on trust, yearly to dispose of the same towards the maintenance of the minister for the time being officiating for the congregation of protestant dissenters assembling at Alvaston, called Presbyterians; provided, that if in time to come, it should happen that such meeting should be discontinued or suppressed, then his said trustees should employ the said rentcharge of 12s. last-mentioned in purchasing yearly therewith one dark-gray coat or upper garment for a man, to be given to such poor man inhabiting within the town of Spondon aforesaid as his said trustees should in their discretion think fit, so as the said charity last mentioned should not be given or repeated to the same person oftener than once in three years; and he gave his said trustees power to enter and distrain on the said closes respectively in case of the nonpayment of the said rentcharges.

Spondon.

Daykin's Charity.

By Indenture, bearing date 23d November 1796, (as appears by a copy thereof produced to us) between David Stenson of the one part, and Charles Meakin, William Carrington, and John Harrison, of the other part, reciting the Will of the said Griffith Daykin, and that William Stenson had survived his co-trustees, and had died, leaving David Stenson his heir at law, who was also dead, leaving the said David Stenson party thereto, his son and heir at law, who at the request of the said parish of Spondon had agreed to appoint three new trustees for the charity, to act jointly with him: It was witnessed, that in order that the said two several annuities of 12s. and 12s. might be received, the said David Stenson granted and confirmed to the said Charles Meakin, John Harrison, and William Carrington, and their heirs, full power and authority, jointly with himself, to receive and take the said several annuities of 12s. and 12s. and apply the same from time to time in such manner and for the uses mentioned in the will of the said Griffith Daykin.

By Indenture, bearing date 9th April 1825, between Charles Meakin the elder, and John Harrison of the one part, and Charles Meakin the younger, John Sant, and William Harrison, of the other part, reciting the will of Griffith Daykin, and the trust-deed of 1796, the said Charles Meakin the elder, and John Harrison, the then surviving trustees, appointed the said Charles Meakin the younger, and the other parties of the second part, to be trustees, in the room of the deceased trustees; and the said Charles Meakin the elder and John Harrison assigned to the said Charles Meakin the younger, and others of the second part, and their heirs, the two several rentcharges of 12s. and 12s. issuing out of the said closes, called Dockey Furrows, then belonging to Jacob Osborne, esq. and in the occupation of Job Elson, and Great Sinderlands otherwise Rail Close, then belonging to Mr. Byng, and in the occupation of William Morlege White, to hold and take the same to the use of all the parties thereto, on the trusts declared in the will of the said Griffith Daykin.

The two rentcharges of 12s. each are received by Charles Meakin the elder, the one from Mr. Osborne, and the other from Mr. White.

The whole amount is now applicable for the benefit of the poor, there having been no Presbyterian congregation at Alvaston for at least 40 years.

From 1818 to 1824 inclusive these sums were placed in the savings-bank, to make up a fund for the payment of the expenses of a new trust-deed; and in 1825, 5*l.* 18*s.* was paid for that purpose out of the accumulations, leaving a balance in hand of 3*l.* 14*s.* 7*d.* Since that time there have been also received two payments of 12*s.* each, making in the whole 4*l.* 18*s.* 7*d.*, of which

Spondon.

4*l.* 11*s.* 9*d.* has been laid out by Charles Meakin the elder, in the purchase of 10 yards of gray cloth for coats, and 45 yards of stuff for gowns, and calico, &c. for lining; these materials were given amongst four poor men and six poor women of Spondon, who were nominated by the trustees.

COOPER'S CHARITY.

Cooper's Charity.

Elizabeth Cooper, by Will, bearing date 16th October 1728, devised to her sister Grace Cooper, for life, her house in Spondon, with the orchard and back-side, a close in Spondon, called Hollow Shoof Close, and a little pingle by the side of Burrow Field, and her arable land in Spondon Fields, being by estimation one acre in every field; and after her decease she devised the same to John Bradock and William Daykin, their heirs and assigns, on trust, to dispose of the rents and profits thereof (all reasonable expenses and deductions being first deducted) at Michaelmas and Lady-day amongst such of the poorest inhabitants of Spondon, and in such proportion and manner, as to them should seem most reasonable.

The said John Bradock, by his Will, bearing date 11th August 1760, reciting that he was left a trustee by the will of Elizabeth Cooper, for the above-mentioned devise, conferred the said trust on Peter Coxon, of Spondon, and desired Francis Ballidon Wilnot, John Antill, and John Pigginn Goodwin, to assist his wife, and the said Peter Coxon, in fulfilling the execution of his will, giving them power to act as trustees therein.

Under this will Peter Coxon now acts as trustee of Mrs. Cooper's charity. The persons desired by John Bradock to assist his wife and Peter Coxon in the fulfilling the execution of his will, had managed the trust until the period of the inclosure about 40 years ago, when it was found by the commissioners that Peter Coxon was named a trustee under Bradock's will, and from that time he has acted in that capacity.

The property of the charity now consists of

1. A field of old inclosure called Pikehead's Pingle, containing 1 A. 0 R. 15 P. which was received upon the inclosure in exchange for the house and orchard devised by Mrs. Cooper. This is in the occupation of Thomas Elson, as yearly tenant, at the rent of 1*l.* 15*s.* per annum.

2. A close formerly called the Hollow Shoof Close, and now known by the name of the Brook Close, containing 2 A. 0 R. 36 P. in the occupation of John Wall, as yearly tenant, at the rent of 5*l.* per annum.

3. An allotment in Burrough Field, containing 4 A. 0 R. 15 P. in lieu of the lands in the three common fields of Spondon which belonged to the testatrix, and in lieu of the Little Pingle by the side of Burrough-field. This allotment is in the occupation of Thomas Elson, as yearly tenant, at 8*l.* per annum. These appear to be fair rents.

An allotment of 3 R. 19 P. which was set out on the inclosure to Peter Coxon, in his own right, adjoins, and remains undivided from the last-mentioned allotment set out in respect of the charity, and is also in the occupation of Thomas Elson. Mr. Coxon has however engaged that the respective allotments shall be marked out by boundary-stones.

The property above mentioned is now subject to the payment of 7*s.* a year, under the award of the Commissioners for the Inclosure, bearing date 25th September 1789, whereby, after reciting that by a lease bearing date 1st April 1746, John Bradock and William Daykin, the then trustees, had demised certain lands in Spondon belonging to Cooper's Charity to Timothy Richardson, from 25th March then last for 99 years, at the yearly rent of 20*s.*, and that Samuel Richardson was entitled to the remainder of the said term, but that the same was then become void by the Inclosure Act, the Commissioners ordered that the trustees of Cooper's Charity should pay to the said Samuel Richardson, his executors, &c. as a reasonable satisfaction for the said lease, the clear yearly sum of 7*s.* on 25th March, during the remainder of the said term of 99 years.

Out of the rents, amounting at the present time to 14*l.* 15*s.* per annum, the sum of 7*s.* above mentioned is first deducted, and the residue, excepting about 10*s.* a year, which is retained by Peter Coxon for his trouble, is distributed at the school-room on the 21st December, on which day the rents are received, amongst such poor persons of Spondon as he thinks proper objects of the charity, in sums varying from 1*s.* to 4*s.* The same persons generally receive the benefit of the charity from year to year during their lives.

Though the sum retained by Peter Coxon for his trouble is not of great amount, we conceive that it is an improper application of the money, and not justified by the terms of the will, which mentions only reasonable expenses and deductions.

Peter Coxon is now of an advanced age, and we suggested to him the propriety of appointing new trustees, as well for this charity as for another derived from the same donor for the parish of Aston-upon-Trent, the particulars of which will be stated in a subsequent part of this Report; to these suggestions he expressed his readiness to accede.

Spondon.

Cooper's Charity,
continued.

GISBORNE'S CHARITY.

The yearly sum of 5*l.* 10*s.* received on account of this charity, the particulars of which will be found in our account of the charities of the parish of Bradley, is laid out by the vicar in the purchase of cloth or flannel, which is made up into cloaks, jackets and trowsers, and distributed amongst poor persons of the parish.

Gisborne's Charity.

ALLOTMENT TO THE POOR.

There is a small field in Spondon containing 1*r.* 39*p.* called Elson's Pingle, which upon the inclosure (about forty years ago) was allotted "to the trustees of Spondon poor." Joseph Elson was overseer of the poor at the time of the inclosure, and he inclosed and occupied it during his life for his own benefit. He has been dead about fifteen years, and Thomas Elson, who was a younger son, succeeded to the possession of it, and sold it to Mr. Jacob Osborne in or about 1823 for 60*l.*

Allotment to the
Poor.

About this period a meeting of the parishioners was called, for the purpose of considering whether it would be proper to take any and what steps to obtain the possession of the allotment above mentioned. Nothing, however, was done, and it appears to us, that however defective the title of Mr. Elson might have been, there is not sufficient evidence of the land being subject to any charitable use to support a claim at this time against the purchaser.

PARISH OF STANLEY.

LAND FOR SACRAMENTAL BREAD AND WINE.

An entry in a book belonging to this parish, without date, but which appears to have been written more than fifty years ago, states that three roods of land in Samuel Richardson's Little Buttery, abutting towards Clarke's croft, were left to buy Bread and Wine for the Holy Sacrament for ever.

Stanley.

Land for Sacra-
mental Bread and
Wine.

The field called the Little Buttery has undergone some alteration, a part having been taken from it, and an addition made to it. The field is now called Samuel's Buttery, and the residue of it, except the above-mentioned three roods, is the property of Richard Bateman, esquire.

From the description given of the three roods of land in the parish-book, the north-east part of Samuel's Buttery is pointed out as the situation of them, and it is supposed that they may be worth about 1*l.* per annum. Mr. Bateman's tenant purchases the bread and wine for the sacrament at Stanley Chapel, which are estimated to cost annually as much as the fair rent of this small plot of land.

HARPUR'S CHARITY.

The returns made in 1786 state that *Joice Harpur* gave to the poor of this parish 5*l.*, vested in the overseers, and producing 5*s.* per annum. The sum of 5*s.* as the interest of the 5*l.* thus given, appears from the overseer's book to have been first paid from the poors rates in 1740.

Harpur's Charity.

It was divided amongst five poor widows, and the same annual payment was continued until 1816. In that year the distribution ceased; but we are informed by the churchwardens that the inhabitants are willing to recommence it, and to continue it in future.

WEST HALLAM SCHOOL.

The inhabitants of Stanley are entitled to partake of the benefits of the school at West Hallam, founded by John Scargill, the particulars of which will be stated in a subsequent part of this Report.

West Hallam
School.

PARISH OF SUDBURY.

VERNON'S CHARITY.

Sudbury.
 —
 Vernon's Charity.

By Indenture, bearing date 7th June 1608, between William Atkynson, esq. of the first part, Edward Bancke, Thomas Bancke, William Allen, Richard Scatergood, John Turton, and Thomas Witherings, all of Sudbury, of the second part, and *Mary Vernon*, widow of John Vernon, esquire, and John Vernon, her son and heir-apparent, of the third part, in performance of the directions contained in the Will of the said *John Vernon*, and for carrying into effect a part of his bountiful donations, the said William Atkynson, granted, and the said Mary Vernon and Edward Vernon confirmed, to the said parties of the second part, and their heirs, an annual rentcharge of 6*l.* 13*s.* 4*d.* to be for ever issuing out of and charged upon the manor of Sudbury, and out of all the messuages, lands, &c. within the said manor, to be payable at Sudbury Hall at the feasts of Easter, Pentecost, All Saints, and Christmas, on trust, that the said parties of the second part should yearly dispose of the same towards the maintenance and relief of poor necessitous persons of the said town for ever, according to the directions of the said Mary Vernon, during her life, and afterwards of the said Edward Vernon, his heirs and assigns for ever, with a power to appoint new trustees.

This deed was enrolled in Chancery on 21st May 1631, which is stated in an inscription on a Tablet in Sudbury church, to have been done at the costs and charges of John Harestaff.

The annual sum of 6*l.* 13*s.* 4*d.* is paid by Lord Vernon, as lord of the manor of Sudbury, to the churchwarden, on four days in the year, viz. Candlemas-day, May-day, St. James's-day, and All Saint's-day, who distributes, shortly after he receives each payment, to 22 poor persons of the parish, 1*s.* 6*d.* each, and to one of them 4*d.* more, making in the whole the above-mentioned sum of 6*l.* 13*s.* 4*d.*

The usual course with respect to the distributions of this charity, and of the others belonging to the poor of this parish, is, that the same persons continue to partake of them during their lives, vacancies, as they occur, being filled up by the rector of Sudbury.

HARESTAFF'S CHARITY.

Harestaff's Charity.

John Harestaff, of Sudbury, yeoman, by his Will, bearing date 29th April 1641, and proved at Lichfield, reciting, that by Indenture, bearing date 29th September 1624, he had enfeoffed to William Sherwin and Stephen Parker, and their heirs, a messuage, farm and premises at Rodsley, in the county of Derby, to the use of himself for life, and after his decease to the use of such persons, and for such estates, as he should by his will appoint, declared and appointed that his said feoffees and their heirs should stand seised of the said premises to the use of Sir Edward Vernon, knight, for life, with remainder the use of Henry Vernon, esq. his son and heir apparent, and his heirs male, with remainder to the heirs male of the said Sir Edward Vernon, with remainder to the right heirs of the said John Harestaff, on the conditions following, viz. that there should be paid out of the rents and profits of the said premises the sum of 18*l.* yearly, for ever, to the parson of Sudbury and his successors for ever, at Christmas, Lady-day, Midsummer, and Michaelmas, by equal portions, to be paid over immediately by the said parson to the churchwardens of Sudbury for the time being, to be by them bestowed yearly, for ever, as follows, viz. 11*l.* 14*s.* in bread, that is to say, 4*s.* 6*d.* weekly throughout the year in 18 threepenny loaves, of such sort as was fitting for poor householders, which should be given on every Sabbath-day after morning prayer to 18 of the poorest inhabitants within the parish of Sudbury, to be nominated by the said Sir Edward Vernon during his life, and afterwards at the discretion of the parson and churchwardens for the time being, with the advice of the lord of the manor of Sudbury aforesaid, and some of the chief men of the parish there from time to time; and he directed that 3*l.* 18*s.* of the said sum of 18*l.* should for ever be yearly distributed by the said churchwardens to the said 18 poor inhabitants for the time being, in manner following, that is to say, to every one of them 12*d.* on the Sabbath-day next before Easter; 12*d.* on the Sabbath-day next before Whitsuntide; 12*d.* on the Sabbath-day next before All Saints-day, and 16*d.* on the Sabbath next before Christmas in every year; and that

30*s.*

30s. of the said 18*l.* should be divided yearly in three equal parts amongst the parson and the two churchwardens for the time being for ever, viz. to each of them 10s. in respect of their pains taken, and more attendance about the performance of the things before mentioned than otherwise they would ordinarily sustain; and that the other 18s. of the said 18*l.* should be employed by the churchwardens yearly for ever towards the maintaining of the bells and clock there in good order from time to time, and fencing the church-yard, if need should require; and he directed, that in case of nonpayment of the said yearly sum of 18*l.* the parson for the time being might distrain for the same upon the said premises.

The premises at Rodsley charged with the above mentioned annual payment are now the property of Lord Vernon, who in respect thereof pays for a weekly distribution of bread made by the churchwarden of Sudbury-church to 18 poor persons of that parish, each of whom at the present time, instead of a threepenny loaf, receives a loaf of greater value, the same weight of flour being allowed whatever may be the price. The excess beyond the amount directed by the donor is a voluntary gift of Lord Vernon.

His Lordship also pays to the churchwarden the annual sums of 3*l.* 18s., 1*l.* 10s. and 18s. the first of which is distributed to the same 18 persons, in sums of 1s. to each, at the Feasts of Easter, Whitsuntide and All Saints, and 1s. 4*d.* each at Christmas. The second is divided in equal portions between the minister and churchwardens, and the third is carried to the churchwardens general account.

NOON'S AND TURTON'S CHARITIES.

The Parliamentary Returns of 1786 mention a rentcharge of 2*l.* per annum as having been given to the poor of this parish by certain persons of the name of Noon and Turton.

It is not known at what time or by what instrument these charities were given, but an annual sum of 2*l.* is paid in respect of them, and is considered a charge on Lord Vernon's estate.

This annual sum is paid by his Lordship to the churchwarden, who divides it amongst 20 poor persons of the parish, in sums of 2s. each on Candlemas-day.

Sudbury.
Harestaff's Charity,
continued.

Noon's and
Turton's Charities.

PARISH OF SUTTON-ON-THE-HILL.

JACSON'S CHARITY.

Anne Jacson, by her Will, bearing date 31st March 1722, bequeathed to her son Roger Jacson, so much money out of her personal estate as wherewith he, his heirs, executors, &c. should, so soon after her decease as conveniently might be, and in such manner as he should be advised, purchase lands and tenements in fee-simple of the yearly value of 20*l.*, in the counties of Derby, Nottingham, Leicester or Stafford, or an annuity or rentcharge for ever of 20*l.* a year, to be issuing out of lands and tenements in some or one of the said counties; and she directed, that the yearly rents of the lands, or the rentcharge so to be purchased as aforesaid, should be yearly paid and distributed by her executor, and his heirs, executors, &c. whom she made her first trustees, or the trustees thereof to be made as thereafter mentioned for the time being (after deducting thereout their reasonable charges and expenses in relation to such trust) in manner following, that is to say, the yearly sum of 4*l.*, part thereof, to a school-master or mistress for the time being, for teaching the poor children of the town and parish of Sutton-on-the-Hill to read and write, and the remainder thereof yearly to be applied in placing out poor children of the inhabitants of the said town or parish apprentices to trades, which children should be under the age of 17 years; and that in case there should be any overplus, or that there should not be in any year such poor children to be put out, such overplus, or such remainder of the rents or yearly rentcharge, should be distributed for and towards the maintenance of such aged poor and impotent people of the said town or parish as should be above the age of 50 years, if there should be any such; and she directed, that the said annual sum should be paid and distributed in manner aforesaid by and with the consent of the minister, churchwardens and overseers of the poor for the time being, or the major part of them; but if such major part should not agree, then by her trustee or trustees thereof for the

Sutton-on-the-
Hill.

Jacson's Charity.

Sutton-on-the-Hill.

Jackson's Charity,
continued.

time being. And she further directed, that until such estate in land, or such rentcharge of 20*l.* should be purchased as aforesaid, her executor, or his executors, &c. should yearly on the 25th March pay the sum of 20*l.* for the purposes above mentioned. And she directed, that the said estate or rentcharge so to be purchased as aforesaid should from time to time be conveyed and settled to and upon new trustees for the purposes aforesaid. And she bequeathed all the residue of her personal estate, after the payment of her debts and legacies, to her son Roger Jacson; and also devised to him and his heirs all her lands, tenements and hereditaments in Ballidon, in the county of Derby, or elsewhere, subject to the performance of this her will, in case her personal estate should fall short of performing the same.

By Indenture, bearing date 1st May 1755, between the Rev. Simon Jacson, nephew and devisee of Roger Jacson, esq., who was the son of the said Anne Jacson, of the one part, and George Norman of the other part, reciting the will of Anne Jacson; and reciting, that after her death the said Roger Jacson possessed himself of all the said testatrix's personal estate, and also entered upon the said lands devised to him by the said will; and that he devised the said lands in Ballidon (amongst others) to Frances Jacson his wife, for her life, and after her decease to his nephew, the said Simon Jacson, his heirs and assigns; and that the said Frances Jacson had died, and that the said Simon Jacson became entitled to the premises, and had agreed to sell the same to the said George Norman for the sum of 3,900*l.*, and in consideration thereof, by indentures of lease and release, the latter bearing even date with this indenture, conveyed the same to the said George Norman, his heirs and assigns; and also reciting, that the said Roger Jacson, Frances Jacson, and Simon Jacson, had successively paid the said annuity of 20*l.* from time to time as the same had become due; but that no purchase had ever been made of any such lands or yearly rentcharge as directed by the will of the said Anne Jacson; and also reciting, that it was agreed between the parties to this indenture that the said George Norman, his heirs and assigns, should hold and enjoy the premises at Ballidon for ever, freed and discharged from the said annuity or yearly rentcharge of 20*l.*, and all encumbrances affecting the same, under the will of the said Anne Jacson, and that the said Simon Jacson, his heirs, executors or administrators, should before the end of four years then next ensuing make such purchase of other lands, or an annuity of the yearly value of 20*l.*, in such manner and for such purposes as by the said will was directed, and in the mean time, and until such purchase, should indemnify the said George Norman, his heirs and assigns, and the premises by him purchased as aforesaid, from the said annuity or yearly rentcharge in manner after mentioned: It was witnessed, that in consideration of the premises, and for securing the quiet enjoyment of the said premises in Ballidon to the said George Norman, his heirs and assigns, freed and discharged from the said annuity of 20*l.*, the said Simon Jacson conveyed certain closes situate in Fernilee, commonly called Fernilee Pastures, to the said George Norman, his heirs and assigns; provided that the said Simon Jacson, his heirs and assigns, should hold and enjoy the said premises so long as the said George Norman, his heirs and assigns, should continue unmolested in respect of the said annuity; and the said Simon Jacson covenanted that he, his heirs, executors or administrators, or some of them, would, within the space of four years, purchase lands and tenements in fee-simple of the yearly value of 20*l.*, to be situate in the county of Derby, Nottingham, Leicester, or Stafford, or an annuity or rentcharge for ever of 20*l.*, to be issuing out of lands and tenements in some or one of the said counties, and would settle and assure the same according to the directions of the will of the said Anne Jacson; and it was provided, that in such case this indenture should be void.

It does not appear that any purchase was made in pursuance of the covenant contained in the above abstracted indenture. The premises in Fernilee therein mentioned are now in the possession of Francis Joddrell, esq. and the yearly sum of 20*l.* is transmitted by his agent to Mr. Mousley, a solicitor in Derby, from whom, subject to a small deduction, it is received by the churchwardens of Sutton.

Of this sum 12*l.* per annum is now paid to a schoolmaster, instead of the sum of 4*l.* which was allowed for that purpose by the testatrix; this increase was agreed to at a meeting of the vicar, churchwardens, and some of the principal inhabitants about three years ago, on the ground that such an appli-

cation

cation would be most beneficial to the poor, provided the schoolmaster instructed 12 poor children free on account thereof.

The children to be taught free are nominated by the churchwardens and overseers from time to time as vacancies occur.

The school is kept in a building which was erected by subscription about the year 1736, and which has lately been enlarged, chiefly at the expense of the inhabitants, a small sum having been advanced for that purpose out of the funds of the charity. The schoolmaster is appointed by the vicar, parish officers, and principal inhabitants, and he takes other scholars who pay for their instruction.

The residue of the 20*l.* is applied in binding out apprentices, with premiums varying from 10*l.* to 16*l.* One apprentice is generally placed out every year, the deficiency being made up out of the poor's rates.

Sutton-on-the-Hill.

Jacson's Charity,
continued.

HUNDRED OF MORLESTON AND LITCHURCH.

PARISH OF ALLESTREE.

MUNDY'S CHARITY.

We have already stated the particulars of this donation in our account of the charities of Radbourn.

The annual sum of 1*l.* 4*s.* is received from the Rev. William Barber, the incumbent of Quarndon, by the perpetual curate of Allestree, who retains 2*s.* for himself, and pays over 2*s.* to the churchwarden of Allestree, and the remaining 20*s.* are distributed by him, with the assistance of the churchwardens, on the Sunday fortnight after Christmas, together with the money collected at the Sacrament, in small sums, amongst all the poor of the parish.

Allestree.

Mundy's Charity.

CHURCH LANDS.

By a Decree of Commissioners of Charitable Uses, founded on an inquisition taken at Derby on 16th November, 30th Charles 2d. before Commissioners of Charitable Uses, whereby it was found that certain closes situate in Markeaton, in the parish of Mackworth, called Sawry Hill, then divided into two closes, had belonged to, and the rents had until the last 28 years been employed towards the repair of the parish church of Allestree; and that John Mundy, esquire, had in 1654, caused the tenant thereof to attorn to him, and had since received the rents thereof; and that the said closes had afterwards come to the possession of Francis Mundy, esq.; and it was further found that there was a cottage in Allestree, with a yard, orchard, back-side, and garden, a piece of meadow in Mickle Meadow, containing two acres; one land containing three roods, in the Abbey-field; three lands containing three roods in the Helt-field; a headland in Cross Hill Field, containing half an acre; a headland containing half an acre in Broadfield, and a beast-gate in the Cow-pasture, lying in Allestree, which likewise belonged to the said church; and that the said John Mundy had procured the tenant thereof to attorn to him; and the said Francis Mundy then held the same; and it was ordered, that the said Francis Mundy should deliver up possession of the said premises to the churchwardens of the parish of Allestree, and should suffer them to receive the rents and profits thereof to be employed in the repairs of the said church; and it was further ordered that Gilbert and Edward Mundy, administrators of John Mundy, having assets, should pay thereout to the churchwardens of the said parish 64*l.* 13*s.* 4*d.* in respect of the rents of the said premises received by him, to be employed in the repairs of the said church.

Church Lands.

The parishioners of Allestree are possessed of no other document except the above, relating to these lands.

The church lands consist of,

1. Three closes in the township of Markeaton, called Sawry Hill, containing about nine acres, in the occupation of Francis Mundy, esq., at a good yearly rent of 19*l.* 3*s.*

2. Three cottages in the parish of Allestree, with a garden to each, occupied by poor persons of the parish, at an annual rent of 1*l.* for each cottage.

Allestree.
 —
 Church Lands,
continued.

3. A small parcel of uninclosed land marked by boundary-stones, forming part of a field, the residue of which belongs to Walter Evans, esquire, let to Mr. Evans at 10s. per annum.

4. A field of arable land containing about five acres, being an allotment made many years ago by the award of the Commissioners under an Act for inclosing the Common Lands of Allestree, in the occupation of several farmers of the parish, at rents amounting in the whole to 8*l.* 3*s.* 6*d.* which is considered to be its fair value.

These rents are paid to the churchwarden for the time being, and are carried by him to his general account with the parish.

PARISH OF ASTON-UPON-TRENT.

MATHER'S CHARITY.

Aston-upon-Trent.
 —
 Mather's Charity.

It is stated in the parish register, under the date of 1746, that *Samuel Mather*, in the year 1706, left 40*l.* to the poor of Aston, 30*l.* of which was laid out in the purchase of a house then rented by John Clarke, and the remaining 10*l.* was in the hands of Mr. Crompton of Derby.

By the award of the Commissioners for the Aston Inclosure, bearing date 22d March 1763, it is noticed, amongst the exchanges made pursuant to the Act of Parliament, that James Shuttleworth, esq. gave to the Rev. Mr. Rolleston, and his successors rectors of Aston, and to the churchwardens and overseers of Aston for the time being, for the use of the poor there, land in the Nether Field, at a place called the Heath, of the yearly value of 35*s.* for a cottage or tenement and garden in the tenure of John Clark.

The land in the Nether Field contains about 2½ acres, and the exchange is stated to have been very beneficial to the charity.

The land is now inclosed; it is let from time to time at a vestry, and is now in the occupation of Mark Locker, as yearly tenant, at a good rent of 7*l.* per annum.

This sum is distributed on the Sunday after Christmas-day, by the churchwarden and overseers, with the rector or his curate, to poor widows, in sums of 2*s.* 6*d.* each, and to other poor persons in sums varying from 1*s.* to 2*s.*

With respect to the sum of 10*l.* stated to have been in the hands of Mr. Crompton, a committee, appointed in 1825 for inquiring into the charities of this parish, found that the appropriation thereof was not understood; it was suggested, however, by Mr. Smedley, an old parishioner, that it might have been applied in the purchase of four poor houses in the parish, occupied by paupers; but we have not found any further evidence of such appropriation.

PERCIVAL'S CHARITY.

Percival's Charity. *Joseph Percival*, of Winchester, by his Will, proved in the Prerogative Court of Canterbury, October 1715, amongst other charitable bequests, bequeathed 100*l.* to the poor of the parish of Aston, to be laid out at interest by the minister, overseers and churchwardens.

In respect of this legacy, there is a sum of 97*l.* 9*s.* 3*d.* old South-sea annuities, part of a sum of 1,180*l.* 16*s.* 6*d.* stock, standing in the name of the Accountant-General of the court of Chancery, to the credit of the cause of the Dean of Winchester against Holden.

The dividends payable to the poor of this parish have not been paid for many years; the last payment is supposed to have been on the 10th of October 1794. At the time of our inquiry, August 1826, little was known in the parish as to this charity, except that a sum of about 3*l.* per annum had been received by the late Mr. Harrison, formerly an attorney in Derby.

Upon inquiry at the Accountant-General's office, it appears that the arrears of interest may be received on the proper application being made by the minister, churchwardens and overseers of Aston, and this we have recommended should be done forthwith. With respect to the arrears, as they will amount to above 90*l.* if we are correctly informed as to the date of the last payment, it seems advisable that they should be invested in the funds, and the dividends thereof distributed to the poor, with the yearly dividends of the South-sea annuities, which shall become due from the present time.

ELIZABETH COOPER'S CHARITY.

Elizabeth Cooper, whose charity for the parish of Spondon, has been noticed in a former part of this Report, by her Will, bearing date 16th October 1728, devised to her sister Grace Cooper, for life, and after her death to John Bradock and William Dakin, her lands at Aston, upon trust, that they should dispose of the rents and profits thereof, (all reasonable expenses and deductions being first deducted) every Michaelmas, and Lady-day, to and amongst such of the poorest inhabitants of Aston, and in such proportion and manner as should seem to them most reasonable.

Aston.
—
Elizabeth Cooper's
Charity.

The said John Bradock, by his Will, bearing date 11th August 1760, reciting that he was left a trustee, by the will of Elizabeth Cooper, for the above-mentioned devise, conferred the said trust on Peter Coxon, of Spondon, and desired Francis Ballidon Wilmot, John Antill, and John Piggin Goodwin, to assist his wife and the said Peter Coxon in fulfilling the execution of his will, giving them power to act as trustees therein.

Under this will Peter Coxon now acts as trustee of Mrs. Cooper's charity for Aston, as well as of her charity for Spondon.

The lands at Aston, devised by Mrs. Cooper, consisted of one moiety of a field of about an acre, called the Green Leas, and three small parcels of land in the Common Meadow. At the time of the Aston Inclosure, which took place about 50 years ago, there was allotted, in respect of these three parcels of land, an allotment of 2R. 13P. in a field called Thornborough Field. This allotment has never been fenced, but is marked by boundary stones, and lies open to the rest of Thornborough Field, which is the property of Mrs. Cock, to whom also one undivided moiety of the Green Leas belongs.

Thornborough Field and the Green Leas are let by Mrs. Cock, and the yearly rent of 2*l.* 10*s.* per annum is paid by William Peach, the tenant, in respect of so much of the said land as belongs to the charity. This is stated to be a good rent.

Mr. Thomas Coxon, the son of Peter Coxon above mentioned, has for the last six or seven years attended for his father at Aston, on some day in Easter week, and after having given notice by the cryer, he has distributed the sum of 2*l.* 5*s.* amongst the poor of Aston in sums of 1*s.* or 6*d.* as far as it will extend, and he has retained the remaining 5*s.* for his journey and expenses.

We recommended the appointment of new trustees for this charity, and for the Spondon charity; and Mr. Coxon expressed his readiness to accede thereto.

ROBERT COWPER'S CHARITY.

Robert Cowper, by his Will, bearing date 10th September 1720, and proved at Lichfield, gave to 10 of the poorest people of the town of Aston the yearly sum of 5*s.*, to be paid yearly for ever out of the rents and profits of a parcel of ground in Aston, called the Green Leas, which he charged with the payment thereof; and he directed that the said yearly sum of 5*s.* should yearly, on Christmas-eve, be equally divided in money amongst 10 of the said poorest people in the said town, as near as might be judged to be so by the owners or possessors for the time being of his lands in Aston, Castle Donnington, and Shardlow, together with the churchwardens and overseers of Aston, whom he desired to see his charity forthwith performed.

Robert Cowper's
charity.

The yearly sum of 5*s.* has not been paid for 20 or 30 years past; the last payments having been made by Mrs. Cowlshaw.

There are several parcels of land in the parish called the Green Leas, and we have not been able to ascertain whether any one of those now called by that name was the property so described in the will of Robert Cowper, or whether any one of them belonged to Mrs. Cowlshaw, her estate having been sold in many different lots to different persons.

SHEPPERD'S CHARITY.

It is stated in the Parish Register, under the date of 1746, that *Jane*, the widow of Richard Shepperd, left in the year 1734 a rentcharge of 12*s.* a year, to pay for two children at Aston-school. Shepperd's Charity.

It is upwards of 40 years since this rentcharge was paid; the estate supposed to be charged therewith is situate at Chellaston, and was at the period when the payment was last made in the possession of Mrs. Bayley and Mrs. Hardinge.

Aston.
—

It now belongs to Mr. T. Brown Dummelow, of Chellaston, but there does not seem sufficient evidence to prove that this is the estate liable thereto.

TOWNSHIP OF SHARDLOW.

CHARITIES OF FOSBROOKE AND BURGEN.

Shardlow.
—Charities of Fos-
brooke and Burgen.

By Indentures of Lease and Release, bearing date 11th and 12th May 1733, between Thomas Twells, of the one part, and Leonard Fosbrooke and Alpheus Burgen, of the other part, reciting that *Leonard Fosbrooke*, deceased, father of the said Leonard Fosbrooke, party thereto, had given a legacy of 20*l.* to be laid out in a purchase of land by his executors, the rents and profits to be yearly distributed amongst the poor of Shardlow; and that *Camilla Burgen*, by her Will, had given a legacy of 40*l.* for the benefit of the poor of Shardlow; the said Thomas Twells, in consideration of 60*l.*, part whereof was paid by the said Leonard Fosbrooke, the executor of his said father, and the residue, by the said Alpheus Burgen, the executor of the said Camilla Burgen, conveyed to the said Leonard Fosbrooke and Alpheus Burgen, and their heirs, a piece of meadow ground, containing by estimation two acres, lying in a meadow in Castle Donnington, called Doky Holme, and two roods of meadow land, lying at Meadow Yates in Castle Donnington, and two ox-pastures on the common Pasture belonging to Castle Donnington, in trust, to pay the issues and profits thereof to and for the use and benefit of the poor of Shardlow aforesaid.

At the time of our inquiry, August 1826, no subsequent appointment of trustees had taken place, but we have been since informed that Alpheus Thacker, the heir of Alpheus Burgen, who was the survivor, has executed a conveyance of the premises above mentioned to the use of himself, and James Sutton, James Sutton, jun., Thomas Roby Burgen, James Cowlshaw, John Cowlshaw, James Soresby, James Soresby, jun., William Charles Flack, Charles James Flack, Thomas Moore, John Porter, Henry Cowlshaw, Robert Jarvis Chambers, and William Henry Chambers.

The open field lands in Castle Donnington have been inclosed, and the property now belonging to the charity consists of one meadow, called the Misbeggotten Close, containing something less than three acres, now in the occupation of William Smith as yearly tenant, at a good rent of 9*l.* 14*s.* per annum. The land has for some years past been let from time to time under the directions of a township-meeting. The rents have been received by Mr. Trussell, a considerable landowner in Castle Donnington, who was formerly the tenant, and he has distributed the amount amongst such of the poor of the township of Shardlow as he has thought most deserving, at different periods of the year.

PARISH OF BARROW.

SALE'S CHARITY FOR A SCHOOL.

Barrow.
—Sale's charity for
a School.

The yearly sum of 2*l.* 14*s.* is paid by the Rev. Henry De Voeux, of Carlton House, near Newark. This is supposed to be the gift of *Elizabeth Sale*, for the benefit of a school, but we have not been able to obtain any further particulars as to the origin thereof.

This sum is transmitted to John Sharpe, who has for several years served in the different parish offices, and is paid by him to a schoolmistress, who is appointed by Mr. De Voeux, and instructs eight girls, nominated by him, of the parish of Barrow, exclusive of the chapelry of Twyford-with-Stenson. The girls are instructed in reading, knitting and sewing.

SALE'S CHARITY FOR THE POOR.

Sale's charity for
the poor.

The yearly sum of 1*l.* 6*s.* is also paid by Mr. De Voeux, as the charity of *Elizabeth Sale* to the poor. This sum is received by Mr. Sharpe, and laid out in the purchase of six twopenny loaves every alternate Sunday, which are distributed after Divine Service at the church amongst the poor of the parish, exclusive of the chapelry of Twyford-with-Stenson, in rotation.

CHAPELRY OF TWYFORD-WITH-STENSON.

CHARITY OF HARPUR AND OTHERS.

By Indenture, bearing date 28th November 1710, between John Harpur, lord of the manor of Twyford and Stenson, of the first part; John Ward, John Savage, John Erpe, William Wilders, and Judith his wife (widow of Abraham Wright, and formerly widow of Joseph Holmes,) Gervase Wilders and Anne his wife, and Elizabeth Holmes, (the said Anne and Elizabeth being the daughters and co-heiresses of the said Joseph Holmes,) freeholders within the said manor, of the second part; and Sir Robert Burdett, Samuel Pole, and Robert Wilmot, son and heir apparent of Robert Wilmot, of Osmaston, of the third part; in pursuance of an award made by the said Robert Wilmot the elder, and Isaac Hawkins, esquire, bearing date 20th October 1696, and for settling an annuity or rent of 15*l.* for the benefit of the poor of the said manor of Twyford and Stenson, the said *John Harpur*, with the consent of the said freeholders, parties of the second part, granted to the said Sir Robert Burdett and others, their heirs and assigns, the following rentcharges issuing out of the closes hereinafter respectively mentioned being part of the waste grounds belonging to the manor of Twyford and Stenson, and intended to be set out or conveyed to the several parties hereinafter mentioned, as their proportion of the waste grounds of the said manor; viz.:

Twyford-with
Stenson.
Charity of
Harpur and others.

	£.	s.	d.
Out of a close, called Cockin Nook, containing 5 A. 1 R. intended to be conveyed to the said John Ward, a rentcharge of - - - -	1	7	4
Out of a close called Upper End of the Half Acres, containing six acres, and a close called Cockin Nook, intended to be conveyed to the trustees of the late Samuel Bristow - - - -	1	18	-
Out of five acres at the upper end of the Smithy Flat, intended to be set out for the said John Harpur, as a purchaser from John Stone - -	1	10	5
Out of a close called the Little Meadow, containing five acres, intended to be conveyed to Abraham Wright, in respect of the lands of the late Joseph Holmes - - - -	-	15	2
And out of a close called the Thoroughgs, containing 22 acres, with a house thereon, and a close called William-a-Green, containing six acres, intended to be set out for the said John Harpur - - - -	9	9	1
£.	15	-	-

All which rentcharges were to be payable to the said Sir Robert Burdett and others, quarterly, at Christmas, Lady-Day, Midsummer and Michaelmas, upon trust, to dispose of the same to the poorest inhabitants of the manor of Twyford and Stenson, either in setting their children apprentices, or to school, or to the university, or otherwise, as they should from time to time judge most for their relief and advantage, taking the advice and direction therein of the churchwardens and overseers, and of the persons that should pay the said rentcharges, and a power of distress was given in case of nonpayment: And it was provided, that as often as one or more of the trustees should die a new conveyance should be made, and the number of trustees completed to three such persons, to be chosen by the survivors from the neighbourhood.

By Indenture, bearing date 29th July 1813, between Ashton Nicholas Mosley, esquire, and Sir Oswald Mosley, bart. of the one part, and Edward Sacheverel Pole, esquire, of the other part, reciting the indenture of 1710, and that by divers mesne conveyances the said rentcharges had become vested in the said Ashton Nicholas Mosley and Sir Oswald Mosley, they granted the same to the said Edward Sacheverel Pole, esquire, to the use of all the said parties, upon the trusts contained in the said indenture of 1710.

The rentcharges mentioned in the above-abstracted indentures are now paid as follows:

	£.	s.	d.
By Ellis Bristowe, esquire - - - - - {	1	7	4
	1	18	-
By Sir George Crewe, bart. - - - - - {	1	10	5
	9	9	1
By John Wilson - - - - - -	-	15	2
£.	15	-	-

Twyford-with
Stenson.

These payments are regularly received by William Lowe of Egginton, who acts as clerk to the trustees.

Charity of
Harpur and others,
continued.

The principal part of this income is applied in binding out apprentices, the sons of poor persons of the chapelry of Twyford and Stenson, a part thereof being sometimes distributed to the poor of the chapelry in money.

The trustees meet occasionally, but not at any fixed periods, for the purpose of appointing the children to be placed out, and transacting other business, and the overseers, and generally the rector, and some of the principal inhabitants, attend for the purpose of giving the trustees such information as they may require with respect to the character and circumstances of the applicants for apprenticeships, care being taken that the boys who are selected are placed out in good situations.

The following is an account of the expenditure for the last 14 years, ending January 1826, consisting of the sums paid as premiums with apprentices, and the expenses of the indentures, the sums distributed to the poor in money, the expenses of the trustees dinners on their days of meeting, the clerk's salary, and receipt-stamps :

	£.	s.	d.
Twelve apprentices premiums and expenses of indentures	162	2	—
Distributed to the poor in the winters of 1817 and of 1818	30	—	—
Trustees dinners	23	3	—
Clerk's salary at 1 <i>l.</i> 1 <i>s.</i> per annum	14	14	—
Stamps	—	8	—
To this is to be added expense of the last trust-deed	6	15	—
Total Expenditure	£. 237	2	—
In 1814 there was a balance in hand amounting to	92	19	6
The subsequent receipts at 15 <i>l.</i> a year were	210	—	—
Making up	302	19	6
Expended as above	237	2	—
Leaves a balance in hand January 1826	£. 65	17	6

TOWNSHIP OF STENSON.

FINDERN SCHOOL.

Stenson.
Findern School.

The poor of this township are entitled to the benefit of the school founded by John Allsop in the township of Findern, in the parish of Mickleover, the particulars of which will be found in a subsequent part of this Report.

PARISH OF CRICH.

KIRKLAND'S CHARITY.

Crich.
Kirkland's Charity.

It is recorded on a tablet in the church that *John Kirkland*, in the year 1562, left 40*s.* per annum, payable out of a farm called Wheat Croft, to the poor of this parish for ever.

The yearly sum of 40*s.* is paid by Jacob Redfern, the occupier of a farm in the parish of Crich, called Wheat Croft, the property of Mr. James Swettenham, of Wood End. The amount is distributed annually on St. Thomas's-day, with the sum of 2*s.* 6*d.*, paid in respect of the following charity, by the parish officers amongst poor persons not receiving relief, in sums varying from 6*d.* to 2*s.* 6*d.*

RENTCHARGE OF 5*s.*

Rentcharge of 5*s.*

It is also recorded on the same tablet that some person unknown gave 5*s.* a year out of the "Shelden Pingle," to "church and poor."

The Shelden Pingle, containing somewhat less than an acre of land, on which a small house has lately been built, is the property of Samuel Stocks, and he pays 5*s.* yearly, on the 21st December; one moiety thereof to the vicar, and the other moiety to the parish officers, by whom it is distributed to the poor as above mentioned.

Two other small rentcharges are mentioned in the church-tablet, but they appear to have been lost before the memory of any person now living.

GISBORNE'S CHARITY.

The yearly sum of 5*l.* 10*s.*, received by the vicar in respect of the charity of the Rev. *Francis Gisborne*, the particulars of which are stated in a former part of this Report, in our account of the charities of the parish of Bradley, is laid out by him in the purchase of flannel and cloth, which he distributes amongst the poor in the winter.

Crich.
Gisborne's Charity.

TOWNSHIP OF WESSINGTON.

HUNTER'S CHARITY.

The particulars of this charity will be found in a subsequent part of this Report amongst the charities in the parish of Horsley. The yearly sum of 1*l.* 5*s.*, which has lately been paid to this township, has been distributed, with the yearly sum of 5*s.* hereafter mentioned, equally amongst 15 poor families of the township.

Wessington.
Hunter's Charity.

REANS'S CHARITY.

In the Parliamentary Returns of 1786 it is stated that *Edward Reans* gave to the poor of this township half a house and land, vested in Thomas Marsden, and producing 5*s.* per annum.

This sum is annually paid by John Marsden, as a charge upon a piece of land at Moorwood Moor, and is disposed of in the manner above stated.

Reans's Charity.

HILL'S CHARITY.

It is also stated in the same Returns that *William Hill*, by Will, in 1722, gave land, producing 10*s.* per annum, to widows not receiving parish relief.

This sum is annually paid by John Wood, in respect of some part of his lands in Wessington. The amount is distributed to poor widows of the township.

Hill's Charity.

PARISH OF DALE ABBEY.

SMEDLEY'S ALMSHOUSE.—WEST HALLAM SCHOOL.—RISLEY SCHOOL.

The poor of the parish of Dale Abbey are entitled to partake of the benefit of *Smedley's* Almshouse at Ilkeston, of the school at West Hallam, founded by the Rev. *John Scargill*, and of the school at Risley founded by Mrs. *Elizabeth Gray*, the particulars of all of which will be detailed in subsequent parts of the present Report.

Dale Abbey.
Smedley's
Almshouse.
West Hallam
School.
Risley School.

PARISH OF DENBY.

SCHOOL.

Jane Massie, by her Will, bearing date 29th April 1728, reciting a power to dispose of the sum of 200*l.* charged upon the estate of Richard Massie, her late husband, directed that the said sum of 200*l.* should be paid to Middlemore Pilkington, esquire, and Robert Lowe, upon the trusts thereafter mentioned; and she directed that they should, with all convenient speed after her decease sell and dispose of her goods and personal estate, and place the money arising from such sale out at interest, and that they should place out at interest all other money that she should be entitled to at her decease, and also the said sum of 200*l.*; and that after the decease of her cousin, Elizabeth Leach, to whom she gave the benefit thereof for her life, they should dispose of the several sums of money, and the interest and produce thereof, in manner following: viz. 200*l.* thereof to procure, if possible, Queen Anne's bounty for the parish-church of Denby, and the residue towards erecting, endowing, or otherwise providing for a free-school in Denby for the teaching boys or girls within the said parish to read and write, or to some other useful charity in the said parish, as they, or the survivor of them, and his executors and administrators, should in their discretion think fit and appoint.

Denby.
School.

By Indentures of Lease and Release, bearing date 26th and 27th May 1738, between John Lowe of the one part, and Middlemore Pilkington and Robert Lowe of the other part, the said John Lowe, in consideration of 600*l.* conveyed to the said Middlemore Pilkington and Robert Lowe, their heirs and assigns, a messuage or tenement with the appurtenances, situate in Denby, and commonly called the High Park Farm, and the closes called the Two Well Crofts, the Pingle, the Two Orchards, the Spilley Head, the Little Spilley, the High

Denby.
 —
 School,
continued.

Park Great Meadow, the Broomey Close, and the Horse Pasture, containing by estimation 29 acres, and also a close called the High Park Close, containing by estimation five acres; and reciting, that the said John Lowe had by deed, bearing date 23d May 1738, in consideration of 400*l.* (whereof 200*l.* was part of the estate of Jane Massie, deceased, devised by her will to the use of the parish of Denby, and paid to the said John Lowe by the said Middlemore Pilkington and Robert Lowe; and the other 200*l.* was paid to the said John Lowe by the governors of Queen Anne's bounty,) conveyed for the use of the curate of Denby, and his successors, several closes therein named, containing by estimation 26 acres; the said John Lowe covenanted that all the above-mentioned premises were together of the clear yearly value of 35*l.*

And in pursuance of a covenant contained in the preceding indentures, the said John Lowe, by indentures of lease and release, bearing date 29th and 30th May 1738, conveyed to the said trustees certain closes as a security for the payment of the clear yearly rent of 35*l.*

By Indentures of Lease and Release, bearing date 9th and 10th August 1762, between the Rev. Matthew Pilkington, son and heir of Middlemore Pilkington, of the one part, and John Lowe, Edward Mundy, of Shipley, the Rev. Anthony Carr, Joseph Baguley, and Hugh Wood, of the other part, reciting that the said Middlemore Pilkington, and Robert Lowe, trustees of the charity of Jane Massie, devised by her will to the parish of Denby, had purchased for the purpose of the said charity the premises thereafter mentioned, called High Park Farm; and reciting that the said John Lowe, as lord of the manor of Denby, had by indentures of lease and release, bearing date 6th and 7th August 1762, released to Matthew Pilkington, and his heirs, the school-house and gardens thereafter mentioned, to the intent that the same might be settled and assured with the said premises called High Park Farm, to the uses thereafter mentioned, the said Matthew Pilkington conveyed to the said John Lowe and others, and their heirs, the messuage, house or tenement in Denby, then used as a school-house, and two gardens adjoining thereto, and containing by measure 39 perches, and also the messuage with its appurtenances in Denby called the High Park Farm, and the several closes thereto belonging, called by the several names mentioned in the above-abstracted indentures of 26th and 27th May 1738, to hold to the use of himself the said Matthew Pilkington, and the other parties, on trust, that they should receive the yearly rents and profits, and should dispose of the sum of 15*l.* part thereof, for the yearly support of a schoolmaster, and the sum of 6*l.* other part thereof, for the yearly support of a schoolmistress, and in buying such books for the teaching, educating and instructing in reading, writing, knitting, sewing, and in the catechism of the church of England, such and so many poor children belonging to the said parish of Denby as the said trustees, their heirs and assigns, or the major part of them, should at their general meeting from time to time think proper to order and direct: And for the better performance of the trusts aforesaid it was declared and agreed, that the said trustees should meet yearly on the first Monday in August in the school-house of Denby, and that they should appoint one of themselves from time to time to receive the rents of the said premises, in whose hands the key of the box, to be kept in the schoolhouse, of the writings touching the said premises, should be deposited, and who should observe such orders concerning his receipts and disbursements as he should receive from the rest of the said trustees, and should account to the other trustees for all his receipts and payments at such times as they should appoint; and that at the time of such annual meeting, or at any other time to be appointed by the said trustees, they should nominate and appoint such and so many poor children and persons from time to time to be partakers of the said charity, and in what proportion, and for what time the same should be continued to such persons, so to be nominated as they or the major part of them should judge meet; and that whilst any three or two of the said trustees should survive the others, such three or two should within three months after the death of the last of the four or five who should die first, convey the said premises to five such others of integrity, and their heirs, as should be judged by such survivors fit for performing the same: And it was further agreed, that the said trustees, or the major part of them, at their said general meeting, should nominate a schoolmaster and schoolmistress, and might from time to time turn them out and choose others in their stead; and it was provided, that

if

if the annual rents should at any time thereafter increase, and be more than sufficient to pay the said 15*l.* a year to a schoolmaster, and 6*l.* a year to a schoolmistress, the said trustees might augment their said salaries in proportion to what they might be entitled to by virtue of these indentures; and that in case the said schoolhouse then erected should at any time want repair, the said trustees might at their annual meeting order such repairs to be made, and deduct the expenses thereof out of the salaries of the schoolmaster and schoolmistress proportionably; and that on the first Monday in August the trustees might order some provision for the entertainment of the said trustees, deducting the expense thereof out of the salaries of the schoolmaster and schoolmistress proportionably; and it was further declared, that the said premises or any part thereof, should not be demised upon fines, but only at the full yearly value, and from year to year, or by lease, not exceeding 21 years in possession.

By Indentures of Lease and Release, bearing date 30th and 31st August 1799, Joseph Baguley Bradshaw, deceased, Hugh Wood, deceased, and Francis Bradshaw, esquires, the then surviving trustees, conveyed the same premises to the use of themselves and Edward Miller Mundy, deceased, William Drury Lowe, John Radford, John Wood, and Francis Hurt the younger, esquires, upon the like trusts, except that as to the appointment of trustees, it is directed that five or six should be appointed instead of three or four, and the clause relating to the provision for the entertainment of the trustees is omitted.

The premises purchased for the support of the school consist of a farm-house, with outbuildings, and several closes, containing in the whole 38 A. 0 R. 18 P.; the lands lie partly intermixed with those which were purchased for the benefit of the incumbent, as recited in the indenture of release, bearing date 27th May 1738, and the whole together form one farm, which is let to John Haynes, as tenant from year to year, at a good yearly rent, of which the share applicable to the school is 47*l.* 10*s.*

Under this land there is coal, and it is the wish of the trustees of the school, as well as of the incumbent, that it should be worked; a difficulty, however, has arisen from the circumstance that the quantity being small, it cannot be worked to advantage, except by some person working the coal under land adjoining thereto, nor by any person with the same advantage as William Drury Lowe, esq., one of the trustees. The only other person having property adjoining is Francis Hurt, esq., who is also a trustee, but it is stated that from the situation of his land he cannot work the coal with the same profit.

As Mr. Lowe cannot safely take this coal without first obtaining the sanction of a Court of Equity, it seems desirable that the trustees, with the consent of the incumbent, should present a petition for that purpose, and we are informed that the subject has been for some time under their consideration.

The school-premises consist of a dwelling-house and garden in the occupation of the schoolmaster; the buildings are kept in repair by the trustees, and are in good condition.

In pursuance of a resolution of the trustees made in August 1807, William Drury Lowe, esq., receives the rents and makes all the disbursements, and from that period he has kept the accounts and superintended the charity.

Out of the rent of the farm there is paid to the master of the school, who is appointed by the trustees, a salary of 30 guineas, to which it was raised in 1808; before that time the master received a salary of 15*l.* and an allowance of 6*l.* for providing a person to teach the girls to knit and sew. There has been also paid to the master from 1813 to the present time (excepting in one year) a gratuity of four guineas. On account of this income he instructs 25 children of the parish of Denby in reading and writing, without any charge, and the girls in knitting and sewing. Books are provided for the scholars, and on leaving school, if they have behaved well, they are furnished with a Bible and Prayer Book.

It appears from the accounts that in the last six years, ending August 1826, there has been paid for books 11*l.* 19*s.* 5*d.* including about 3*l.* which was expended in pursuance of a resolution of the trustees made in 1825 in buying books and forms for a Sunday-school; and in repairs of the school and other incidental expenses, 47*l.* 15*s.* 8*d.* including about 4*l.* for fitting up a part of

Denby.

School,
continued.

the school premises for the use of the Sunday-school. When the accounts were made up in August 1826 there was a balance of 23*l.* 11*s.* 9*d.* in Mr. Lowe's hands.

The first Tuesday in August is the day now fixed for the meeting of the trustees. On that day the accounts are inspected, and the children examined, and such as are old enough to go out to service, or have not attended the school regularly, are dismissed, and others appointed in their stead. If in the course of the year a vacancy occurs, notice thereof is given to Mr. Lowe, who fills it up.

LOWE'S CHARITY.

Lowe's Charity.

In the Parliamentary Returns of 1786, it is stated that *Mary Lowe* gave (as supposed by Will) to poor widows of Denby, 1*l.* per annum, arising from land then vested in Henry Greatorrex.

We have not been able to obtain any further account of the origin of this donation, but we are informed that the mother of the above-mentioned Henry Greatorrex was one of three sisters of the name of Lowe; that they were co-heiresses of a small estate in Denby, which was purchased by William Drury Lowe, esquire, the present owner thereof, about the year 1796; that Mr. Lowe's grandmother was one of the co-heiresses above mentioned, but that she sold her third part of the said estate.

Mr. Lowe states that he has no knowledge of this donation, nor ever heard of any charge for charitable purposes upon this estate.

GISBORNE'S CHARITY.

Gisborne's Charity.

The particulars of the charity of the Rev. *Francis Gisborne* will be found in a former part of this Report, amongst the charities in the parish of Bradley. The yearly sum of 5*l.* 10*s.* received by the incumbent of this parish, is laid out by him in cloth, which he distributes to the poor.

PARISH OF EGGINTON.

BUGBURY'S CHARITY.

Egginton.

Bugbury's Charity.

Thomas Bugbury, by Will, bearing date 22d March 1723, devised to Thomas Middleham, and his heirs, a close in Blackforby in the county of Leicester, called Smathorne, or Thickbroom Smathorne, and all other his lands there, in trust, that he should lay out 52*s.* yearly; viz. 1*s.* every Sunday in 12 penny white loaves, to be put upon a shelf in the parish church of Egginton, above or under which he desired a stone might be placed, with an inscription of the charity, and by whom given, and that the 12 penny loaves should be distributed by the parish clerk of Egginton to 12 such persons as the trustee should appoint that should come to church to receive the same, and if there should be no service, that the clerk should toll the bell and distribute the said loaves; and on further trust, to pay to the said clerk 6*s.* yearly, upon condition that he should call upon the trustee and his heirs to provide the said bread, and set up the same in the church; and the residue of the rents, after payment of the sums above mentioned, and the sum of 52*s.* charged thereon by the will of John Chamberlain to the poor of Tutbury, to be lodged in the aforesaid Thomas Middleham's hands, to defend any encumbrances that should happen to the premises.

Mr. William Smith of Tutbury receives the sum of 58*s.* per annum from the honourable Mr. Shirley, the owner of the lands at Blackforby in Leicestershire, at the same time with the amount of Chamberlain's charity to the poor of Tutbury. The sum of 58*s.* is transmitted by him to the churchwardens of this parish, and they pay 6*s.* thereof to the clerk, and with the remainder provide 12 penny loaves every Sunday, which they distribute to the poor after Divine Service. There is in the church a shelf for the bread, and a tablet near it recording this benefaction.

NEWTON'S CHARITY.

Newton's Charity.

By Indenture, bearing date 20th December 1820, (and enrolled in Chancery 2d January 1821,) between *William Newton*, of the parish of St. James, Middlesex, wine-merchant, of the one part, and Ashton Nicholas Mosley, and Thomas Thornewill, esquires, of the second part, reciting that the said William Newton, being desirous of making a provision for the poor of the parish of Egginton,

Egginton his native place, had proposed to settle 2,000*l.* three per cent Bank annuities, and had transferred such stock into the names of the said Ashton Nicholas Mosley and Thomas Thornewill. It was declared by the parties thereto that the said Ashton Nicholas Mosley and Thomas Thornewill should stand possessed of the said sum of 2,000*l.* stock, upon trust, to receive the dividends, and apply the same amongst all and every or such part of the aged poor parishioners of the said parish of Egginton, residing in that parish, in such proportions as they and the survivor of them, and the executors and administrators of the survivor, or any future trustees to be appointed, should consider proper objects of charity, and that the same should be so paid to such aged poor yearly for ever; and a power was thereby given to the said trustees to change the securities; and it was provided that when one of the trustees should die, or refuse or become incapable to act, the said trustees, or the survivor of them, should appoint a new trustee or trustees, and assign the said stock accordingly.

The dividends on the stock above mentioned, (which still stands in the names of the original trustees) amounting to 60*l.* per annum, are received half yearly, and distributed by the trustees shortly afterwards amongst poor persons of the parish, in sums varying from 1*l.* to 4*l.* a preference being given to such as are aged.

This distribution did not commence till July 1821, the first year's dividends having been reserved for the payment of the charge for the trust-deed, and other necessary expenses, the whole amount whereof was 10*l.* 15*s.* 6*d.*

A sum of 10*l.* 10*s.* has been subsequently laid out in erecting a monumental tablet in the church to the memory of the donor. There was at the time of our inquiry (August 1826) in the bank of Messrs. Smith & Co., Derby, a balance of 17*l.*, and 5*l.* remained undisposed of in the hands of Ashton Nicholas Mosley, esquire.

EGGINTON AND ROLLESTON CHURCH LANDS.

In our account of the charities in the parish of Rolleston in Staffordshire, 11th Report, p. 573, we have given an account of these lands, containing in the whole 3*A.* 2*R.* 26*P.* the rents of which are applied, one moiety thereof in the repairs of the church at Rolleston, and the other in the repairs of the church at Egginton.

PARISH LANDS.

Besides the lands above mentioned there was a farm containing 47*A.* 1*R.* 7*P.* which lands were allotted upon the Egginton Inclosure, about 35 years ago, in lieu of lands dispersed in the Common Fields. The rents of these lands appear to have been always carried to the general account of the overseers of the poor. About 20 years ago this farm was sold to Sir Henry Every, baronet, for 1,431*l.* 15*s.* of which 1,000*l.* was paid to Ashton Nicholas Mosley, and T. Thornewill, esquires, and was lent on a mortgage, and the residue being 431*l.* 15*s.* was applied, with a small addition made by the parish, the whole amounting to 443*l.* 1*s.* 3*d.* in building a school-room and eight cottages for the poor, on a piece of land belonging to the parish, and containing 1*A.* 3*R.* 20*P.*

The sum of 1,000*l.* placed out on mortgage, the interest of which has been carried to the overseers account, has been lately repaid, and a new mortgage was in preparation at the time of our inquiry.

Denby.

Newton's Charity,
continued.

Egginton and
Rolleston Church
Lands.

Parish Lands.

PARISH OF ELVASTON.

PIGGIN'S CHARITY.

It appears by an inscription on a plate affixed to the wall of the parish church of Elvaston, that *William Pigg*, citizen of London, who died on 5th June 1621, by his Will, gave 250*l.* to buy lands, the profits thereof to be yearly distributed amongst the poor of the three towns belonging to the said parish of Elvaston, by the churchwardens and some of his nearest kindred, there inhabiting, and 10*l.* more as a stock, the yearly profits thereof to remain to the disposers of the said poor's money, to be spent on a drinking at the distributing thereof, and that with the monies above mentioned there was purchased a house and lands in the parish of Spondon.

By Indenture of Bargain and Sale, enrolled in the Court of Chancery, and bearing date 10th October 1821, between John Glover of the first part; Christopher Stavelly of the second part; William Clark of the third part;

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Charles

Elvaston.

Elvaston.

Piggin's Charity.

Charles, Earl of Harrington, John Hutchinson, the elder, and William Trowell, described as the surviving trustees under an indenture of release bearing date 25th July 1769, of the fourth part; the said John Hutchinson, the elder, and John Whyman, churchwardens, and the said William Trowell and Thomas Briggs, overseers of Elvaston, of the fifth part; William Drury Lowe, Roger Cox, Jacob Osborne, and Michael Boot, of the sixth part; and Charles, Lord Viscount Petersham, the Honourable and Reverend F. H. R. Stanhope, the Honourable and Reverend H. R. Stanhope, the Rev. John Swain, William Lancashire, William Severn, Robert Briggs, the said Thomas Briggs, and John Hutchinson the younger, described as trustees nominated for the purposes thereafter mentioned, of the seventh part; reciting the purport of the inscription in the church relating to the donation of William Piggin; and further reciting Indentures of Lease and Release, bearing date 24th and 25th July 1769, whereby a messuage or farm-house in Spondon, with five closes and several parcels of land, became vested in William the late Earl of Harrington, and others, in trust, for the benefit of the poor of Elvaston; and that under an Act of Parliament, passed in the 28 Geo. 3, for inclosing the open fields in Spondon, the Commissioners, by their award, bearing date 25th September 1789, had awarded to the trustees certain lands thereafter mentioned; and further reciting, that the messuage or farm-house above mentioned was very old and dilapidated, and that several of the closes and allotments belonging thereto lay dispersed, and at a considerable distance from each other, and were not worth to rent more than 60*l.* per annum at the utmost; but that the said premises being situated very advantageously for the purposes of sale, and several good offers having been made to the trustees, they had accordingly, with the consent of the churchwardens and overseers, and of the inhabitants of the said parish of Elvaston, at a vestry called for the purpose, lately determined to sell the same, and had entered into contracts for the sale thereof to the several persons, and at the prices thereafter mentioned, amounting in the whole to 3,121*l.* 12*s.* 6*d.*, which was considered a very advantageous price for the same, and more than the actual value thereof; and further reciting the several deeds whereby the trustees had conveyed different parts of the premises in Spondon to the said William Drury Lowe, Roger Cox, Jacob Osborne, Michael Boot, and the Derby Canal Company, the respective purchasers thereof, (from which it appears that the farm contained altogether, with the site of the house and homestead, 29*A.* 2*R.* 23*P.*;) and further reciting, that doubts had arisen concerning the power of the said trustees to make such sales as aforesaid, but that inasmuch as they were manifestly for the benefit of the poor of Elvaston, it was agreed, upon the treaty for the said sales, that the purchase-monies above mentioned should be laid out in the purchase of freehold lands, to be settled in such manner as the same might be effectually vested in nine or more respectable persons usually residing in the parish of Elvaston, to be appointed by the then trustees and their successors, and the churchwardens and overseers of Elvaston for the time being; and that in such conveyances it should be provided that the persons so to be nominated should be seised of the lands so to be purchased, in trust, in the first place, to indemnify the purchasers of the lands in Spondon, and, subject to such trust, for the benefit of the poor of the parish of Elvaston; and further reciting, that the said surviving trustees had, with the consent of the said churchwardens and overseers, parties thereto, and of the said William Drury Lowe, Roger Cox, Jacob Osborne, and Michael Boot, agreed with John Glover for the purchase of the messuage and lands thereafter mentioned; and that they had, with the like consent, nominated Charles Viscount Petersham, and the other parties of the seventh part, to be trustees of the said messuage and lands so agreed to be purchased; it is witnessed, that the said John Glover, in consideration of 3,150*l.*, by virtue of a power reserved to him by Indentures of Lease and Release, bearing date 13th and 14th May 1814, and an Indenture of Feoffment, bearing date 5th September 1821, thereinbefore recited, and the fines levied in pursuance thereof, appointed and the said Christopher Stavely, and William Clarke, by his direction and appointment, conveyed, to the said Lord Petersham and others, and their heirs, a messuage or farm-house, theretofore a barn or stable, with the barn, stables, and outbuildings thereto belonging, in the parish of Cossington, in the county of Leicester, and 14 closes thereto adjoining, called by the several names and containing the quantities therein particularly mentioned, and containing in the whole, by a survey some-

time since made thereof, 89 A. 2R. 13P., upon trust, in the first place, to indemnify the said William Drury Lowe and the other purchasers above named ; and in case of eviction of any of the said purchasers, to raise, by sale or otherwise, a sufficient sum to make full compensation to the party so evicted, provided that the party should not receive more than the amount of his original purchase-money, with particular directions as to the mode in which the said trustees were to act in case all the said parties were evicted, or in case there should be only a partial eviction ; and upon trust, that, subject to the provisions above mentioned, the said trustees should stand seised of the premises thereby conveyed to them, in trust, for the benefit of the poor of the parish of Elvaston, to the intent that the rents and profits might be disposed of according to the will of William Piggin and the said recited indentures of 1769 ; and it was provided, that whenever the number of trustees should be reduced to three, or a less number, it should be lawful for all the inhabitants of the parish of Elvaston, and they were thereby required, at a vestry-meeting for that purpose, to be convened by the surviving trustees, or in default thereof, by the churchwardens and overseers, to appoint, in such manner as was usual in parish elections, a sufficient number of fit persons, who should usually reside in the said parish, to be trustees for the purposes aforesaid, and so from time to time for ever.

Elvaston.
Piggin's Charity.

The sale of the lands at Spondon, which were at the time let for only 46*l.* 10*s.*, which was considered a fair rent, and the purchase of the Cossington estate, appears to have been very beneficial to the charity.

The premises at Cossington, consisting of a farm-house, with outbuildings, and the several closes mentioned in the deed, containing 89 A. 2R. 13P., are in the occupation of John Glover, who has held the same from the time of the sale thereof, as yearly tenant, at the rent of 100*l.* per annum; this is considered the fair value.

The buildings upon these premises being in bad condition it is intended to rebuild them by degrees, and a new barn has been already erected. These expenses are incurred under the directions of the parishioners, with the concurrence of such of the trustees as attend the parish meetings.

The rent of the above-mentioned premises, and the produce of Wilcox's and Piggin's charities are carried to one account, from which the following payments have been made on account of the farm at Cossington :

	£.	s.	d.
To Mr. Curzon, for preparing the deeds relating to the said farm	-	-	104 17 11
For building a new barn	-	-	139 17 6
For putting up a brass plate in the church, with an inscription stating the particulars of the sale and purchase above mentioned	-	-	6 8 10
	£.		<u>251 4 3</u>

The application of the residue of the rents will be stated hereafter, under the head of Osborne's charity.

WILCOX'S CHARITY.

The particulars of this charity will be found in a former part of this Report, amongst the charities in the parish of St. Peter's, Derby. Wilcox's Charity.

The parish of Elvaston is entitled to one fourth part of the clear rents of certain premises called the Angel Inn, near St. Peter's Bridge, in Derby, and a messuage and garden behind the said inn, now let at rents amounting together to 47*l.* per annum.

Mr. Whiston, a solicitor, of Derby, who receives the rents, pays one fourth part, after making some small deductions, to the churchwardens of Elvaston, and the amount is carried to one account, and distributed, with the rents of the other charities for this parish, as hereinafter mentioned.

OSBORNE'S CHARITY.

Jacob Osborne, by his Will bearing date 30th August 1712, devised all his farm and lands, with the appurtenances, in Aston-on-Trent, to his brothers and executors Isaac Osborne, Joseph Osborne, and John Bennett, and their heirs, in trust, that they should yearly for ever, dispose of the rents and profits of the said farm and lands to and amongst such and so many poor persons inhabiting within the parish of Elvaston, by such proportions and in such manner as they in their discretion should think fit. Osborne's Charity.

Elvaston.

Osborne's Charity.

The last trust-deeds of this charity bear date the 8th and 9th October 1772, whereby Joseph Osborne, of Derby, who was son and heir of Joseph Osborne, of Derby, who was surviving trustee of the said premises, conveyed them to Joseph Osborne, of Elvaston, William Soare and William White, and their heirs, (all of whom are now dead, William Soare having been the survivor) by the several names of the New Inclosure, the Moor Close and the Acres Close, situate at Aston-upon-Trent, containing in the whole by estimation 18 acres, in trust, that they should from time to time dispose of the rents and profits of the said farm, lands, or closes in such manner as by the will of the said Jacob Osborne was expressed.

It seems desirable that new trustees should be appointed for this charity.

The premises consist of two meadows, one on each side of the Shardlow Canal, called the Two Gates and the Acres, containing 14 acres; and a pasture called Moor Close, containing 4 acres. These premises were valued in 1813 by a surveyor at 41*l.* per annum; but this was considered too high a rent, and they were let to Thomas Botham as yearly tenant at 37*l.*

This rent is carried to one fund with the produce of Piggin's and Wilcox's charities, out of which, after the payment of such expenses as may be incurred upon the two farms above mentioned, and some other trifling charges, a distribution is made amongst the poor of the parish in the following manner.

Every month, from October to May, the overseer makes a distribution not exceeding 10*l.* in amount, in sums varying from 1*s.* to 10*s.* amongst the poor, according to their wants, and the number in their respective families. By this distribution many persons are relieved who would otherwise apply for relief from the poor-rates; and there are also many who receive from the charity an addition to their parochial allowance.

The overseer makes up a particular account of the application of this money every month, which is examined at a meeting of the inhabitants. In May 1826, there was a balance upon the general account of these charities, amounting to 44*l.* 4*s.* 1*d.* in the hands of the overseer, exclusive of 10*l.* 13*s.* which was due at the preceeding Christmas from Wilcox's charity, and which was received soon after the making up of the accounts in May.

PARISH OF WEST HALLAM.

SCHOOL.

West Hallam.

School.

John Scargill, of West Hallam, clerk, by his Will, bearing date 10th January 1662, and proved in the Prerogative Court of Canterbury in 1663, gave 540*l.* for the purchasing of a farm in Eastwood, in the possession of widow Cook, for the founding and erecting of a free-school; and he directed that a school-house should be erected within two years after his decease, and that the two first years revenues of the said school-lands should be paid towards the building of it, and that it should be placed (if it might be) in or near the town of West Hallam, containing about 24 feet in length with a proportionable wideness, the walls being made of brick, having two chambers over it, and having two brick chimnies, one below and another above. And he directed that the school-master for the said school should be an honest, virtuous, and sober man, that should apply himself wholly to the teaching of the school, and should offer up the prayers of the church amongst his scholars morning and evening, and should endeavour to teach his scholars to read, write, and cast accompt, and also instruct them in the church catechism, which said master should only have 10*l.* yearly for his salary out of the said school-lands. And he further directed that there should be 12 pensioners in the school, six to be chosen out of West Hallam; two out of Dale; two out of Stanley; and two out of Mapperley, all which should be of the poorer sort of those towns, and chosen by each township, who should receive, whilst they should come to school, that is to say, all the year except a fortnight at Christmas, and in Easter and Whitsun-weeks, which usually were not school-weeks, after the rate of ninepence a-piece for every week towards the maintenance of them, to be paid at every half year's end; and that when any of the said pensioners should have been continued at the said school six years, they should be removed, and others placed in their stead, or if they should die or depart, before; and he thereby nominated and appointed four persons, viz. William Wheelwright, of West Hallam, William Osborne,

Osborne, of Dale Abbey, Edward Vicars, of Stanley, and John Pimm, of Mapperly, and their heirs, to be feoffees in trust for the use of the said school, and directed that they and their successors should receive the rents, and take care for the building of the said school and repairs, and payment of the said pensions and schoolmaster's wages; and that they should be visitors of the same during their lives; and that after any one and each of their deceases another should be chosen by the surviving feoffees for the town for which the deceased was appointed, which said feoffees and visitors, and such others as should be elected as aforesaid, after any one and each of their deaths, or any three of them should have power to appoint a schoolmaster, and should see that he, and the scholars who should be pensioners, should observe the school-orders, and should have power from time to time to displace the master for his negligence or viciousness, and choose another in his room; and also to displace any of the pensioners if they should be impiously wicked, and refuse to learn their books and the church catechism, and place others in their stead, according as their consciences should direct them; and that they or any three of them should have power from time to time to place or displace tenants of the said school-lands, and to let leases (so that it should be without taking of fines) if they should judge that way to be more beneficial to the school. And he also directed that a strong box should be placed in the school, with four locks and keys, to be in the keeping of the several visitors of the said school, wherein should be laid his will and a copy of it to be always extant in the said school; and that there should also be a book of accompt deposited in it, wherein should be set down the monies remaining after the several distributions, which monies should be so disbursed afterwards as they or any three of them should judge most expedient for the good of the school; which said accompt he appointed to be yearly made and perfected by the said feoffees and visitors, and their successors, on every Thursday in Easter-week in the said school-house, to his executors thereafter named, and the survivors of them, and their heirs, and the schoolmaster for the time being, or such of them as should be then present; and that they should have a dinner at their meeting; and the rest of his goods and chattels thereby undisposed of, after his debts, legacies, and funeral expenses were paid, he gave for the further use and benefit of the said school, to be discreetly disposed of by the said feoffees and visitors, and his executors and their successors, or any three of them, in purchasing more lands, or otherwise for the increasing and maintaining more pensioners at the rate aforesaid, choosing the first out of West Hallam, next out of Dale, and so in order; and he thereby appointed Robert Mellor and James Ault executors of his will.

By Indenture, bearing date 23d March 1663, William Flamsteed, in consideration of 540*l.*, paid part by the said John Scargill in his life-time, and the remainder by his executors, conveyed to William Wheelwright, John Hunt, Edward Vicars, and John Pimm, and their heirs, the messuage and farm at Eastwood, in the county of Nottingham, mentioned in the donor's will, upon trust, to receive the rents for two years, for building a school-house at West Hallam, and afterwards to employ the rents in the manner declared by the will of the said John Scargill.

In 1682 the then trustees of the charity purchased of William Geatly for 360*l.* (which probably arose from the residuary bequest in the donor's will) a messuage or tenement, with the appurtenances, and a cottage, in the town-fields of Newthorpe, in the parish of Greasley, in the county of Nottingham.

In 1683 the trustees exchanged some small parcels of the lands at Eastwood, containing 1*a.* 0*r.* 38*p.*, part of the trust-premises, for an equal quantity of land at the same place.

In 1711, a partition took place between the trustees and other persons of certain lands in Eastwood lying intermixed; and thereby three leys of land in the new intake in Eastwood, containing three roods, and two leys and a half and a balk in a place in Eastwood called Hobcroft, containing three roods, were allotted to the trustees.

By Indentures of Lease and Release, bearing date 22d and 23d September 1729, Thomas Wheelwright, as the son and heir of the said William Wheelwright, who survived his co-trustees, conveyed the trust-premises at Eastwood and Greasley to Thomas Hague, Samuel Hancock, Thomas Scattergood, and Zachary Wathey, and their heirs, as trustees appointed for the purposes mentioned in John Scargill's will. In this deed it was recited, amongst

West Hallam.

School,
continued.

other things, that the trustees had erected a school-house, according to the dimensions directed by the testator; and after further reciting that the residue, after the purchase in 1682, of the personalty of the said John Scargill, amounted to 25*l.* 10*s.*, and that certain persons, to wit, Joseph Middlemore, Francis Handley, and John Hancock, had irregularly, and without appointment, got into possession of the said estates and personal effects, and had purchased of Robert Cox a copyhold close in the manor of Ilkeston, called the Moor Bridge Close, for the said sum of 25*l.* 10*s.*, which, at a court holden for the said manor, 29th April 1701, was surrendered to them and their heirs, to the several uses in the surrender mentioned, inconsistent with the said will: It was declared, that the said Thomas Hague and others, and the survivor of them, and the heirs of the survivor, should be, and the said Thomas Wheelwright thereby appointed them, trustees and visitors of the said school, and vested in them all his powers concerning the same.

It does not appear that the legal interest in the above-mentioned copyhold close at Ilkeston has ever been transferred since the time of the purchase thereof in 1701, but it has been since the deeds of 1729 in the possession of the trustees of this charity.

By Indenture, bearing date 5th February 1765, made between the trustees of this school appointed in 1729, and other persons, certain lands lying in the Great Field, otherwise Langley Mill Field, in the parish of Eastwood, were divided between the parties to that deed; in which it was recited, that the parties apprehended it to be for their mutual benefit that the said field should be inclosed, and lands allotted to each in severalty; and the allotment thereby made to the trustees of the school was a parcel of land in the said Langley Mill Field, bounded by the high road leading from Eastwood to Langley Mill on the south, and by the brook called Gin Dyke on the north, containing 6*A.* 0*R.* 6*P.*

In 1766, Thomas Scattergood the elder, as the survivor of the trustees appointed in 1729, appointed John Hague, William Cooke, Thomas Scattergood the younger, and Zachary Wathey, to be trustees, and conveyed to them the property at Eastwood and at Greasley, and all the other lands vested in the said Thomas Scattergood the elder by virtue of the trust-deed of 1729.

By an Award, bearing date 26th July 1797, of Commissioners under an Act passed in 31 Geo. 3, for inclosing the Common Lands of Eastwood, an allotment was made to the trustees of this school of a plot of land, part of the common at Eastwood, containing by statute measure 5*A.* 3*R.* 23*P.*, bounded on the north and east by lands allotted to the rector of Eastwood, on the south by the Brook Hill Lees road, and on the west by lands belonging to John Handford the younger, and George Bentley.

The last trust-deeds of this charity bear date 20th and 21st December 1790, whereby Zachary Wathey, of Mapperley, as the surviving trustee thereof, appointed John Sutton, of Heanor, as trustee for West Hallam, Thomas Cooke for Dale, and William Barton for Stanley, and conveyed the trust-premises at Eastwood and Greasley, and all other the lands vested in the said Zachary Wathey under the trust-deed of 1766 to the said new trustees, and their heirs, to the use of the said Zachary Wathey and themselves, upon the trusts of the will of the said John Scargill.

By Indentures of Lease and Release and Exchange, bearing date 21st and 22d September 1819, John Handford conveyed to Thomas Cooke and William Barton, the then trustees of this school, and their heirs, a parcel of land, containing 2*A.* 2*R.* 19*P.*, at Eastwood, in a field called the Middle Field, abutting east on land belonging to the rector of Eastwood, west on land belonging to this school, north on land belonging to Robert Handford, and south on the Mansfield turnpike-road, in exchange for a close called the Hobcroft, containing 2*A.* 0*R.* 3*P.*, and a parcel of new inclosed land in Eastwood, containing 2*R.* 13*P.*, abutting north on land allotted to the trustees of this school, that parcel being part of the land allotted by the award to the feoffees of West Hallam School, which close and parcel of land the said Thomas Cooke and William Barton thereby conveyed to the said John Handford.

No regular appointment of trustees has taken place since 1790. The present surviving trustees under the trust-deed dated in that year are Messrs. Thomas Cooke for Dale, and William Barton for Stanley; but as vacancies occurred upon the deaths of Mr. Zachary Wathey, the trustee for Mapperley, about the

year

year 1795, and of Mr. John Sutton, the trustee for West Hallam, about 1804, the surviving trustees fixed upon other persons to succeed them as trustees for those places respectively, and other similar nominations have since taken place for Mapperley in consequence of the persons so fixed upon having ceased to reside there. No entries of these nominations have been made in the book of the charity, but in the heading of each year's accounts the names of the then acting trustees are stated. Mr. Thomas Cooke being old and infirm, his son, William Cooke, has of late acted on his behalf as trustee for Dale. The present acting trustee for West Hallam is Mr. Thomas Hague, and for Mapperley Mr. Francis Martin.

West Hallam.

School,
continued.

The property of this charity consists of,

1st.—A farm at Eastwood, in the county of Nottingham, in the occupation of Mrs. Handford, widow of the late John Handford, under a lease, bearing date 4th October 1821, whereby the then acting trustees, in consideration of 10s. and of the rents and covenants therein contained, demised to the said John Handford a messuage, shops, outbuildings, homestead, and appurtenances, with a cottage and garden, and 12 closes, the names and quantities of which are therein specified, containing in the whole 48 A. 3 R. 5 P. for a term of 25 years from 1st June then last, at the clear yearly rent of 80*l.* with a covenant from the lessee within the first four years of his term to lay out 300*l.* in repairing and improving the buildings then standing on the demised premises, and in erecting other buildings convenient for the occupation of them, and a further covenant to keep and leave the premises in repair, and other covenants for good husbandry.

It is stated that a considerable sum has been laid out by the lessee and his widow in repairs and new buildings, and that other repairs are in progress; but it does not appear whether the full sum of 300*l.* has been yet thus expended, although more than four years of the term have elapsed.

Upon the Eastwood inclosure two small closes, which had previously belonged to this charity, were allotted to Mr. John Plumtree, in exchange for other lands allotted to the rector of the parish in lieu of tithes, from which the property was thereby exonerated.

The exchange made in 1819 with Mr. John Handford (the deed relating to which has been already noticed) was unauthorized on the part of the trustees; but it is stated by them to have been beneficial to the estate, as they gave a close which lay separate from any of the other parts of the property, together with a small portion of the allotment made to them upon the inclosure of Eastwood Common, in exchange for a parcel of land forming part of a field, the residue of which belonged to the charity, the respective portions thereof not being fenced off from each other.

The rent of this farm was raised in 1812 from 60*l.* to 80*l.*, upon the valuation of John Radford, esquire, and it was again surveyed by Mr. William White before the lease of 1821 was granted. Mr. John Handford, whose family had occupied this farm as tenants many years, applied to the trustees to grant him a lease thereof for a term of 25 years, having in contemplation the erection of buildings, for which a less extensive term would not have afforded him a sufficient remuneration; but we apprehend that, although in the donor's will there is no express limitation of the extent of the leases which the trustees are thereby enabled to grant without taking fines, this power cannot be viewed as authorizing a demise of lands for agricultural purposes for a term exceeding 21 years, the usual extreme limit of leases of that description. It is stated, however, by the trustees that they consider 80*l.* per annum a fair rent for this farm at the present time.

2.—A messuage and lands, containing 26 A. 2 R. 39 P. at Newthorpe in the parish of Greasley, in the county of Nottingham, in the occupation of Adcock Shaw as yearly tenant, at the rent of 44*l.* per annum, to which amount it was raised from 32*l.* in 1812, on the valuation of Mr. Radford, the tenant keeping the buildings in repair.

And a cottage and lands also at Newthorpe, containing 2 A. 3 R. 31 P. in the occupation of James Heatherley as yearly tenant, at the rent of 9*l.* per annum, to which it was raised at the same time from 7*l.* These are stated by the trustees to be fair rents.

3.—A field of pasture at Ilkeston in the occupation of Hannah Straw, as yearly tenant, at the rent of 4*l.* per annum, to which amount it was raised in 1812, from 3*l.* 10s. It is stated that this land is poor, and not in good condition,

West Hallam.

School,
continued.

condition, and that the present rent is the fair value of it. This field formerly contained about two acres, but a small part was taken from it many years ago for the use of the Nutbrook Canal, for which it was agreed that the Canal Company should pay 7s. 6d. a year; this payment however appears to have been neglected until 1826, when a sum of 12l. was received for 32 years arrears, from the year 1794, when the land was taken by the Canal Company.

The school-premises at West Hallam consist of a large school-room with chambers over it, which chambers, with a house adjoining, built in 1782, at an expense to the charity of 137l. 10s. form a residence for the schoolmaster, who has also a small garden; the site of these premises is understood to have been originally given for the purpose by some person of the Hunloke family. In 1797, an addition was made to the school-room, at an expense of 109l. 12s. 9d. The school-buildings are at present out of repair, and it is estimated that as much as 50l. will be required to put them into good condition, to which purpose it appears to us that a part of the monies hereinafter stated belonging to the charity may be beneficially applied.

There are also belonging to the charity the following sums of money.

1. A sum of 571l. produced by a sale of coals from under a part of the lands at Eastwood, which was lent to Sir Henry Hunloke, baronet, on his bond, bearing date 1st June 1786, bearing interest at $4\frac{1}{2}$ per cent. At the time of our investigation (May 1826) an arrangement of the pecuniary concerns of the late Sir Windsor Hunloke (son of Sir Henry) was in progress, under the direction of the court of Chancery, and it was expected that the principal sum due on this bond would very shortly be paid to the trustees, all interest thereon having been received to Christmas 1825.

2. A sum of 120l. which was in the hands of Mr. John Sutton a late trustee of the charity, and is now in the hands of Mrs. Sutton of Heaner, his widow, on the security of her promissory note, dated in 1805, on which she pays interest at $4\frac{1}{2}$ per cent. It appears from the accounts of the charity, that in 1794, a sum of 116l. 11s. 3d. which had been in the hands of Mr. William Cooke at interest, was paid by him; and that in the same year a sum of 114l. 19s. 10d. was placed in Mr. Sutton's hands; that he paid from that time till 1799, 4l. 11s. 7d. as the yearly interest thereof, at four per cent; and from 1799 to 1804, 4l. 16s. being the interest of 120l. at the same rate; and that from 1805 to the present time his widow has paid 5l. 8s. as the interest of the last-mentioned sum at $4\frac{1}{2}$ per cent.

3. A sum of 25l. which was in the hands of Mr. Thomas Hague a former trustee of the charity, and afterwards of his widow Mrs. Hannah Hague, who gave her promissory note for the amount, bearing interest at 4 per cent; this sum is now in the hands of her son Mr. Thomas Hague, one of the acting trustees, who pays 1l. as the interest of it.

4. A sum of 5l. which was in the hands of Mr. Thomas Scattergood, a former trustee, secured by his promissory note, for which his son Mr. William Scattergood now pays 4s. interest.

The annual income arising from the above-mentioned sources is as follows:

	£.	s.	d.
Rents of land at Eastwood	80	—	—
Newthorpe	53	—	—
Ilkeston	4	7	6
Interest on £. 571	25	13	10
120	5	8	—
25	1	—	—
5	—	4	—
	£.	169	13 4

In addition to the above, there was stated in the accounts, as made up to Easter 1826, to be due to the charity from Mr. William Barton, one of the present trustees, a balance of 316l. 1s. $9\frac{1}{4}$ d. and from Mr. Thomas Hague a further balance of 29l. 17s. 3d., in addition to the above-mentioned sum of 25l. in his hands. Mr. Barton has acted as treasurer of the charity many years, and Mr. Hague has occasionally received rents, and made payments on account of the charity. It appears from the accounts, that at Easter 1797, Mr. Barton was in advance to the charity 12l. 4s. $10\frac{1}{2}$ d. but from that time to the present there

there has been a balance due from him which has gradually increased. In the accounts for the year ending at Easter 1804 he was charged with a sum of 1*l.* 6*s.* 11*d.* for interest, there being then a balance in his hands of 69*l.* 7*s.* and since that time he has been annually charged with interest, except in 1820, in which year the charge was (probably by mistake) omitted.

The balances stated and the sums charged for interest in the accounts from 1815, when the balance for the first time exceeded 100*l.* to 1826 inclusive, have been as follows:

West Hallam.

Schools,
continued.

	Balances.	Interest
	£. s. d.	£. s. d.
In the Accounts ending at Easter 1815 -	151 14 11 $\frac{3}{4}$	3 - -
1816 -	196 18 4 $\frac{1}{4}$	5 - -
1817 -	229 2 3 $\frac{1}{4}$	6 - -
1818 -	241 5 8 $\frac{1}{4}$	7 - -
1819 -	264 15 1 $\frac{1}{4}$	7 - -
1820 -	282 2 10 $\frac{1}{4}$	no interest charged.
1821 -	281 5 7 $\frac{1}{4}$	9 - -
1822 -	286 10 3 $\frac{1}{4}$	11 9 2 $\frac{1}{2}$
1823 -	285 8 10 $\frac{1}{4}$	12 - -
1824 -	297 8 10 $\frac{1}{4}$	12 - -
1825 -	309 8 10 $\frac{1}{4}$	12 - -
1826 -	316 1 9 $\frac{1}{4}$	12 - -

The interest for which credit was thus given in the accounts prior to 1822 was not fixed by any accurate calculation upon the amount of the balance in hand ; but it is stated by Mr. Barton, and the other trustees, that it was annually agreed at their Easter meeting what sum he should pay in consideration of the existing balance, so that he might receive some remuneration for his trouble, in the administration of the trust, from the advantage of the money remaining in his hands. In 1822 the interest was accurately calculated on the balance in Mr. Barton's hands, at 4 per cent. In each of the four last years 12*l.* has been charged as interest, being in the two former rather more, and in the two latter rather less, than 4 per cent.

It appears to us that the remuneration of a trustee by money being allowed to remain in his hands, is a very objectionable practice ; that in the present case no greater balance ought to have been kept in the hands of any of the trustees than was required for the current expenditure of the charity ; and that the whole of the clear income, after reasonable deductions for repairs and other necessary expenses, ought to have been applied in extending the benefits of the charity to a great number of objects.

Under the above-mentioned circumstances, it seems very desirable that as much of the balances in the hands of Mr. Barton and Mr. Hague as is not required for the immediate use of the charity, and also all the sums now held on private security, should be collected and placed in the Public Funds.

The schoolmaster's salary, which was limited by the donor's will to 10*l.* per annum, has been increased from time to time. In 1804, it amounted to 25*l.* 5*s.* with an additional gratuity of 5*l.* The present master was appointed by the trustees in 1814, having for some years preceding received an allowance of about 30*l.* per annum for acting as assistant to his father, who then held the same situation. In 1816, the salary was raised to 40*l.*, in 1818 to 45*l.*, and in 1820 to 60*l.*, its present amount.

The number of boys admitted upon this foundation, with pensions of 9*d.* per week for 48 weeks in the year, was augmented in 1804 from 32 to 36, of whom 12 were of West Hallam, eight of Dale, eight of Stanley, and eight of Mapperley. In 1816 their number was 46, of whom 16 were of West Hallam, and 10 of each of the other three places. Since 1820 the number has been 58, 19 of West Hallam, and 13 of each of the other three places. The annual amount of their pensions, which are paid half-yearly to the parents of the boys, is 104*l.* 8*s.*

West Hallam:.

School,
continued.

A doubt exists as to the construction of the donor's will, by which, after directing that there should be 12 pensioners in the school, six out of West Hallam and two out of each of the other three places, after the rate of 9*d.* a-piece for every week, he gave the residue of his property to be disposed of by his trustees and executors in purchasing more lands, or otherwise, for maintaining more pensioners at the rate aforesaid, choosing the first out of West Hallam, next out of Dale, and so on in order. On the part of West Hallam, it is contended that one moiety of the whole number of pensioners ought to be taken from that parish, the same proportion being preserved as in the original appointment of 12 pensioners, of which it was directed that West Hallam should furnish six. On the part of the other places, it is contended, that by the latter clause of the will the additional pensioners were to be taken in equal numbers from each of the four places, West Hallam having the advantage only of the same excess beyond the other places of four pensioners, to which it was entitled at the commencement of the charity. For the removal of this doubt, it may be satisfactory that the point should be brought under the consideration of the court of Chancery in the proceedings hereinafter alluded to.

The number of pensioners admitted from West Hallam previously to 1816 exceeded the number from each of the other places by four only; but since that time there has been an excess of six in favour of the former place. Vacancies, as they occur in the number of pensioners belonging to each place, are filled up by election at meetings of the inhabitants of those places respectively. In some instances the boys are allowed to remain on the foundation for the term of six years, according to the donor's directions; but in others, where the candidates for admission have been numerous, re-elections have taken place at the end of four years.

Books are occasionally provided for the use of the school by the trustees. The boys are instructed in reading, writing and arithmetic. The schoolmaster has other scholars, for whose education he is paid by their parents.

The trustees hold an annual meeting on the Thursday in Easter week, when the accounts which are entered in the book by the schoolmaster are examined, and a dinner is provided, at an expense to the charity of between 2*l.* and 3*l.* The rents are paid half-yearly, and at each rent-day a further expense is incurred for a dinner of about 1*l.* 6*s.*

In 1808, the accounts for 20 years preceding were audited by the rector and other parishioners of West Hallam; but no such audit appears to have subsequently taken place.

For several years previous to 1820, an annual sum of 14*s.* appears from the accounts to have been allowed by the trustees towards the support of a Sunday-school at Eastwood, but the allowance was then discontinued, and it is clear that that place is not entitled to any benefit from this charity.

In January 1824, a petition was presented to the Lord Chancellor by the Rev. John Morewood, rector of West Hallam, and William Drury Lowe, and Edward Miller Mundy, esquires, as owners of lands in Mapperley, one of the places interested in this School, praying that it might be referred to one of the masters of the court to inquire into the state and condition of the school, and the estates and monies thereof, and the disposition thereof, and in what manner the income of the charity ought to be applied; and that directions might be given for the due administration of the school, and the said estates and monies, and for the appointment from time to time of a proper master or masters, and the payment of a proper salary to such master or masters, and of proper pensions to a proper and proportionate number of pensioners in the school out of each of the said places.

On the hearing of this petition on 20th January 1824, before the Vice-chancellor, no person appeared on behalf of the trustees, and an order was thereupon made, whereby it was referred to one of the masters of this court to inquire into the state and condition of the charity-estates and property, and to approve of a scheme for the application thereof, and of the appointment from time to time of a proper master or masters, and for the payment of a proper salary or salaries to such master or masters, and of proper pensions to a proper and proportionate number of pensioners in the said school, out of each of the said townships, out of the charity-funds, and for the application of the surplus funds and income of the charity-estates: and it was ordered, that the master should take an account of the trust-property and effects, and the rents, profits, and

and income thereof come to the hands of Thomas Hague, Thomas Cook, William Barton and Francis Martin, the trustees, or any or either of them, or any person or persons by their or either of their order, or for their or either of their use.

West Hallam.

School,
continued.

From the time when this order was made to that of our inquiry (August 1826,) no further proceedings had taken place, it being thought better by the petitioners that they should be deferred until the state of this charity had been brought under our investigation.

It appears to us however very desirable for the future interests of the establishment that these proceedings should be renewed; that the above-mentioned question relating to the proportions of the number of pensioners of each place should receive the decision of the court; that the increase of the schoolmaster's salary beyond the annual sum of 10*l.*, to which it was by the will expressly limited, should be sanctioned to such extent as the court may think proper; that a specific allowance should be made for the expenses of the meetings of the trustees; that the school-buildings should be repaired; and that the various sums belonging to the charity now in the hands of individuals, and not required for those repairs or any other immediate uses of the charity, should be collected and invested on some sufficient security to be approved of by the court. It also appears to us proper, that a regular appointment of new trustees should be made.

POWTRELL'S CHARITY.

It is stated in a paper found amongst the documents of this parish that Mrs. *Ann Powtrell*, by her Will, bequeathed to the use of the Free-school 50*l.* to the intent that with the interest thereof yearly one of the poorest of the scholars of West Hallam, and fittest for an apprentice, should be elected at the discretion of two or three of the inhabitants, as they should think fit; that the charity was withheld (the will being concealed by Mr. James Willoughby) till 1699, when it was proved in one of the courts; and that Edward Willoughby and his son Francis became bound for the payment of 73*l.* 14*s.* with interest, after the rate of 5*l.* per cent. Powtrell's Charity.

This sum is supposed to have been laid out in the copyhold land to which the following surrender relates:

At a court holden for the manor of Ilkeston, on 24th April 1821, the Rev. John Morewood and John Potter surrendered a close lying in Ilkeston, called the Hades Close (which at a court holden for the said manor on the 3d of April 1804 had been surrendered by the said John Morewood to the use of himself, John Potter, and Joseph Sanders) to the use of the said John Morewood and John Potter, John Milnes the younger, Thomas Masters and James Borebank, upon trust, that they should yearly apply the rents and profits in putting out one of the poorest of the scholars of the free-school of West Hallam apprentice, and the surrenderees were admitted accordingly.

This close contains about 3*A.* and is in the occupation of Elizabeth Sills, as tenant from year to year, at a good rent of 10*l.* per annum.

There is also a sum of 250*l.*, which is stated to have arisen from the surplus income of this charity, and which was in 1817 lent by the Rev. John Morewood, the rector of West Hallam, to Mr. William Parkinson, on mortgage of the reversion of the third part of a house and land at Ilkeston, and still remains on that security.

The rent is received by the trustees, and is paid to the Rev. John Morewood, who also receives the interest of the money due on Mr. Parkinson's mortgage, amounting at 5 per cent. to 12*l.* 10*s.* per annum.

The premium usually allowed for each apprentice bound out from this charity is 10*l.*, but this amount is sometimes exceeded under peculiar circumstances. It is required that each boy proposed to be apprenticed should have been educated in the school for six years, and should be a parishioner of West Hallam.

The accounts of this charity are kept by the Rev. John Morewood. In 1820 a considerable surplus being in his hands, it was resolved by the trustees, upon the recommendation of the principal inhabitants of West Hallam, to apply a part of it as a reward to boys who had diligently served their apprenticeships; and the sum of 15*l.* was accordingly paid to a person who had then completed his apprenticeship, to the satisfaction of the parish. The last apprentice from this charity was placed out in 1824, and upon the accounts, as made up to the

West Hallam.

10th December 1825, a balance of 53*l.* 13*s.* 2*d.* appeared to be in the hands of Mr. Morewood.

POORS LANDS.

Poors Lands.

At a court of the lord of the manor of Ilkeston, holden on 24th April 1821, the Rev. John Morewood and John Potter, trustees of the poor of West Hallam, surrendered two closes lying in Ilkeston, within the manor called the Thatch Holme and the Bardoe Flat (which at a court holden for the said manor on the 3d of April 1804 had been surrendered by the said John Morewood to the use of him, and of John Potter and Joseph Saunders, since deceased, and their heirs) to the use of the said John Morewood, John Potter, John Milnes the younger, Thomas Martin and James Borebank, and their heirs, in trust, that they should apply the rents and profits thereof yearly amongst such of the poor inhabitants of West Hallam as they in their discretion should think fit, and the surrenderees were admitted accordingly.

In the Parliamentary Returns of 1786 it is stated, that a sum of 100*l.* was given by Mr. Stanfield to the poor of this parish and laid out in land then producing 3*l.* 18*s.* per annum. If this statement is correct, it is probable that the two above-mentioned copyhold closes were purchased with the sum thus given.

The Thatch Holme Close contains 4*A.* 3*R.* 30*P.*, and is in the occupation of Mark Attenborough, as tenant from year to year, at a fair rent of 10*l.* per annum. The Bardoe Flatt, which is now known by the name of the Hovel Nook, contains 2*A.* 0*R.* 1*P.* and is in the occupation of Mr. John Lowe, as tenant from year to year, at a fair rent of 4*l.* 10*s.* per annum.

There is also an annual sum of 7*s.* 5*d.* paid by the proprietors of the Erwash Canal to the trustees for damage done to one of these fields in making the canal.

The rents are generally received by two of the trustees, a sum seldom exceeding 2*s.* 6*d.* being expended at the time when they are paid, and are distributed by the trustees in two portions, on the Sunday before Christmas and the Sunday before Easter, in the vestry amongst the widows and widowers and the oldest and most indigent persons of the parish, according to lists previously prepared, with the concurrence of the rector, in sums varying from 2*s.* 6*d.* to 8*s.*

A book is kept in which the accounts of the receipts and disbursements are entered.

THOMPSON'S CHARITY.

Thompson's
Charity.

In the Parliamentary Returns of 1786 it is stated, that George Thompson, by his Will in 1704 gave to the poor of this parish 42*l.* vested in the overseer, and producing 1*l.* 7*s.* per annum.

It appears from an entry in a book relating to the charities of this parish that the sum of 15*l.*, part of this legacy, was lost, having been in the hands of Robert Richardson, who was reduced in his circumstances and received weekly pay from the parish in the decline of his life, that the remaining 27*l.* was in the hands of the parish, and that interest at 4½ per cent was paid for it; that this interest was paid till 1807, and then discontinued, but that at a vestry-meeting in 1815 it was agreed that interest should be paid at the above rate for the year ending at Whitsuntide 1814, and that the same interest should be paid in future.

The annual sum of 1*l.* 4*s.* 6*d.* as such interest, is now paid by the overseer of the poor out of the poors-rates, which is carried to the same account as the rents of the poors-lands above mentioned, and distributed in like manner on the Sunday before Christmas.

HICKLING'S CHARITY.

Hickling's Charity.

William Hickling, by his Will, the date of which does not appear, gave to his son Richard Hickling, and his heirs, a cottage or tenement in Mapperley, and directed that 20*s.* a year should be paid thereout to the poor of the parish of West Hallam for ever, upon the feast day of St. Thomas the Apostle.

A copy of a deed was produced to us, bearing date 18th November 1673, whereby Richard Hickling in consideration of 50*l.* granted and enfeoffed to Francis Handley and his heirs, a tenement or cottage in Mapperley in the parish of West Hallam, subject to a rent of 5*s.* 4*d.* per annum to the lord of the fee, and a payment of 20*s.* per annum to the poor of West Hallam upon the

the feast of St. Thomas the Apostle according to the will of the said William Hickling, father of the said Richard Hickling.

West Hallam.

Hickling's Charity,
continued.

It will be found from an abstract of a deed given in our account of the charities of Sir Henry Willoughby and others, for the benefit of the poor of the chapelry of Risley in the present Report, that in 1714 a field lying in Map-perley was purchased in the names of William Smedley and others for cha-ritable purposes, from Francis Handley, subject to an annual payment of 20s. to the poor of West Hallam, which field appears to be identified with the premises purchased by the said Francis Handley in 1673, by its having been subject to the payment of a chief-rent of 5s. 4d.

It is stated in a written paper found among the documents of this parish that the annual sum of 20s. was paid to the parish of West Hallam by the Handley family until 1786, but that Mr. Handley refused to pay it in 1787, and that an ineffectual demand of it was made upon the tenant of the field, and upon the inhabitants of Risley in 1788. We are told that subsequent applications to the churchwardens of Risley have been attended with a similar result, but it appears to us that this annual sum ought to be paid in future by them out of the rents of the field, and distributed to the poor of West Hallam according to the donor's directions.

HODGES'S CHARITY.

Margaret Hodges, by her Will, bearing date the 17th October 1749, gave to William Handley 20*l.* in trust, that he and his heirs should put the same out at interest upon good security, and yearly after her decease distribute the interest thereof among such poor persons belonging to or inhabiting in the town of West Hallam, or of any neighbouring town, in such proportion and manner as the said William Handley and his heirs should think fit.

Hodges's Charity.

The Parliamentary Returns of 1786 state this sum of 20*l.* as being then vested in George Hodgkinson, and producing the annual interest of 12*s.*; it is now in the hands of his son William Hodgkinson, and the same interest is still paid for it.

The interest is received by the rector of this parish, and is distributed in sums of 1*s.* each amongst poor people thereof, at the time of the distribution of the other charities about Christmas.

It is desirable that this sum of 20*l.* should be invested by Mr. Hodgkinson on some good security, by which means a larger interest may be obtained for it than is now received.

HOLBROOK'S CHARITY.

William Holbrook, a labouring man of this parish, is stated to have died in 1794, and to have made a Will by which he directed that the produce of his property should be given to poor widows of the parish of West Hallam according to the discretion of Mr. William Barton of Stanley. We are in-formed by Mr. Barton that this will was not proved, and that the clear produce of the property amounted to 11*l.* which has remained in his hands; he states that he is ready to invest that sum on good security for the above-mentioned charitable purpose, and it is desirable that this should be done without delay. Mr. Barton has paid 11*s.* per annum as the interest of the said principal sum, to one of the inhabitants of this parish, who has distributed it equally among 11 poor widows thereof on St. Thomas's day.

Holbrook's Charity.

GISBORNE'S CHARITY.

The particulars of the Rev. Francis Gisborne's charity have been stated in the present Report in the account of the charities of the parish of Bradley.

Gisborne's Charity.

The annual sum of 5*l.* 10*s.* received by the rector from the trustees of this charity is laid out in flannel, and given by him, with the assistance of the other trustees of the poors lands, to poor men and women in sufficient quan-tities to make shirts for the former and petticoats for the latter. An account has been kept by Mr. Morewood since the establishment of the charity in 1818.

In December 1825, ten men received flannel to the value of 7 <i>s.</i> 6 <i>d.</i> each	-	£.	s.	d.	
And nine women, flannel to the value of 3 <i>s.</i> 9 <i>d.</i> each	- - -	3	15	-	
		1	13	9	
		£.	5	8	9

West Hallam.
—

And there having been a balance of 4*s.* 6*d.* against the charity in the preceeding year, there remained on the whole account a balance against the charity of 3*s.* 3*d.*

PARISH OF KIRK HALLAM.

GISBORNE'S CHARITY.

Kirk Hallam.
—
Gisborne's Charity.

The particulars of this charity have been stated in our account of the donations made to the parish of Bradley, in the present Report.

The annual sum of 5*l.* 10*s.* is received by the vicar of this parish, and is laid out in the purchase of flannel, or coarse cloth, which is made into various articles of dress, and these articles are distributed by the vicar in alternate years amongst the poor of Kirk Hallam and those of the township of Mapperley, (which forms part of this parish,) with the assistance of the officers of each place.

TOWNSHIP OF MAPPERLEY.

LEAPER'S CHARITY.

Mapperley.
—
Leaper's Charity.

Henry Leaper, by a codicil to his Will, bearing date 19th February 1791, gave to Edmund Cater 100*l.* upon trust, that in case a Sunday-school for the education of poor children belonging to the hamlet of Mapperley, in the parish of Kirk Hallam, should be established within two years after his decease, the said Edward Cater, his executors, &c. should apply the yearly proceeds of the said sum in support of such school, in such manner as he or they should think fit; but if such school should not be so established, or if, being established, it should be discontinued, he directed that the said sum should be considered as part of the residue of his personal estate.

A Sunday-school was established at Mapperley within the period mentioned by the testator, and has been supported by the interest of the above-mentioned legacy at five per cent, and by annual subscriptions.

The legacy of 100*l.* remained in the hands of Mr. Edward Cater during his life, and afterwards of his widow and executrix, who died in 1825. Her executor, Mr. Edward Fox, of Derby, had at the time of our investigation undertaken to pay the above-mentioned sum as soon as arrangements could be made for disposing of Mrs. Cater's property; and it was proposed by the inhabitants of Mapperley that it should be invested on good security, and the interest of it applied as it has hitherto been in aid of the subscriptions received for the support of the Sunday-school, the master of which receives a salary of 6*l.* per annum for instructing in reading, writing, and arithmetic, all the poor children of Mapperley whose parents think proper to send them to the school.

WEST HALLAM SCHOOL.

West Hallam
School.

The inhabitants of Mapperley are entitled to partake of the benefits of the school at West Hallam founded by John Scargill, the particulars of which have been stated in a preceding part of this Report.

RICHARDSON'S CHARITY.

Richardson's
Charity.

This township is also one of those entitled to the benefit of *Richardson's* charity for poor colliers, in case there shall not be so many as 10 poor persons of that description in the township of Smalley, in the parish of Morley. The particulars of this charity will be found in a subsequent part of this Report.

PARISH OF HEANOR.

CLARK'S CHARITY.

Heanor.
—
Clark's Charity.

In the Parliamentary Returns of 1786 there is mentioned a legacy of 60*l.*, given by the Will of *John Clark* in 1681, to poor widows of Heanor not receiving parish relief, the annual produce whereof is stated to be 2*l.* 8*s.*, then arising from land vested in Thomas Newton.

We are informed by Thomas Howitt that a house and croft in Heanor, containing about 1*r.* 30*p.*, was the property of Thomas Newton, who died about 1792, and by his Will charged the payment of 2*l.* 8*s.* per annum in respect of this

this charity upon the premises above mentioned, and he further states that he purchased the premises in 1793, subject to such payment.

He now pays annually the sum of 2*l.* 8*s.*; 16*s.* thereof he distributes himself to poor persons of the township of Heanor, principally to poor widows, and 32*s.* he has hitherto paid to John Hogg, who till lately lived at Codnor, and who distributed the amount to the poor of Codnor and Loscoe in this parish.

Mr. Howitt proposes in future to distribute this sum also at the same time as Tantum's charity is disposed of.

Heanor.
Clarke's Charity,
continued.

COLCLOUGH'S CHARITY.

Christopher Colclough, by his Will, bearing date 12th April 1754, gave to the poor of Heanor and Langley, and Milne Hay, Codnor, Loscoe, and Codnor Park, 20*s.* a year, to be distributed by his executor thereafter named, viz. his brother, Samuel Colclough, to the most needful and necessitous people of the said places or parishes, in threepenny loaves, to be given and distributed in Heanor church-porch, 10*s.* on every Whitsunday, and 10*s.* on every Sunday before Christmas-day, his executor to call in to his assistance the overseers of the poor of Heanor, if he should think fit to ask their assistance; and he charged his estate at Heanor, which he had in a former part of his will devised to his nephew, Samuel Colclough, in tail, with the due payment of the said 20*s.* a year.

Colclough's
Charity.

Samuel Colclough, the son of the nephew above mentioned, by his Will, bearing date 31st March 1813, devised a messuage wherein he then dwelt, and the closes commonly called Godkin House Farm, containing by estimation 19½ acres, to his grandfather, William Brough, and his heirs, subject to the payment of 2*l.* a year, which he gave as a donation to the poor of the township of Heanor, the value thereof to be given to the poor in bread, at the discretion of the churchwarden and overseers of the poor of the said township.

Mr. George Brough, the son of William Brough, the devisee named in the will of Samuel Colclough, is the owner of the Heanor estate devised to the said Samuel Colclough, and also of the Godkin House Farm, devised to his father, William Brough, and has paid the two annual sums of 1*l.* and 2*l.*, although he is aware that the respective premises are not legally charged therewith, the wills of the said testators having been made subsequently to the passing of the statute of 9 Geo. 2, c. 36.

The sum of 1*l.* is laid out in the purchase of threepenny loaves, one half of which are distributed at Heanor church on Whitsunday, and the other half on Christmas-day. The sum of 2*l.* is laid out in the purchase of sixpenny and threepenny loaves, which are distributed by Mr. Brough at the vestry-room on the 5th of June, being the anniversary of the donor's death.

GISBORNE'S CHARITY.

The particulars of the charity of the Rev. *Francis Gisborne* will be found amongst those for the parish of Bradley in a former part of this Report. The yearly sum of 5*l.* 10*s.* received on account of this parish is distributed to the poor by the minister in cloth or flannel.

Gisborne's Charity.

TOWNSHIP OF HEANOR.

SMALLEY SCHOOL.

Eight boys of this township are appointed as scholars and pensioners upon the foundation of *John* and *Samuel Richardson*, to the school in Smalley, in the parish of Morley, an account of which will be found in a subsequent part of this Report.

Heanor.
Smalley School.

RICHARDSON'S CHARITY.

The township of Heanor is entitled, jointly with the townships of Horsley Woodhouse and Mapperley, under certain circumstances, to the benefit of the charity founded by *Samuel Richardson* for poor colliers; but although from the year 1811 three poor colliers of Heanor have received a quarterly pension of 14*s.*, it will be found by the account of this charity, in a subsequent part of this Report, amongst those for the township of Smalley, in the parish of Morley, that the places above mentioned are entitled to such benefit only in case there shall not be 10 poor colliers in Smalley.

Richardson's
Charity.

TOWNSHIP OF CODNOR AND LOSCOE.

TANTUM'S CHARITY.

Codnor & Loscoe.

Tantum's Charity.

Jonathan Tantom, by his Will, bearing date 1st February 1732, devised to his executors thereafter named, viz. Francis Tantom and John Milward, and their heirs, the moiety or undivided half-part of a messuage or tenement, with the outbuildings, garden, orchard, and close, called Webster's Croft, situate in Loscoe, upon trust, that they should pay two full third parts of the rents and profits, (charges for repairs, and taxes, and other reasonable charges, being deducted) to the poor of Codnor and Loscoe, as they in their discretion should think fit; and one third part to the trustees belonging to the Breach Meeting in Codnor, commonly called Quakers, to dispose thereof as they should think fit.

By Indenture, bearing date 10th May 1817 (as appears by a draft thereof produced to us,) reciting the will of Jonathan Tantom; and further reciting, that John Milward was the surviving devisee, and that the premises devised by the testator were then vested in Richard Milward, his grandson and heir; the said Richard Milward conveyed the said premises to Thomas Howitt, Ebenezer Bowman, Samuel Sutton, William Brantyngham and William Ellis, in trust for such purposes as were mentioned in the will of the said Jonathan Tantom: And it was provided, that whenever any of the trustees for the time being should die, the survivors should convey the premises to so many persons as should be thought proper, in such manner as should be directed by the majority of the members of the society called Quakers, at their Chesterfield monthly meeting, or at such other monthly meeting as should be called for the district in which the premises were situate.

The trustees above named are of the society of Quakers, and trustees for the Breach meeting-house, and other purposes of that society. Francis Tantom, who died in 1752, appears to have acted as trustee for the poor of Codnor and Loscoe, and Mr. Milward, the other executor, as trustee for the society of Quakers; and Richard Tantom, of Heanor Fall, as the representative of Francis Tantom, though not named in the deed of 1817, is now permitted to act as a trustee for the poor of Codnor and Loscoe.

The property, of which one moiety only was devised to the uses above mentioned, still remains undivided. It is stated, that Henry Kettle, the owner of the other moiety, is anxious to have a partition, but that this measure is not considered beneficial to the charity.

The property consists of one good dwelling-house, with some outbuildings, and a small garden, and a warehouse used by a candle manufacturer; another garden, an orchard, a croft, containing 3A. 2R. 20P., and an allotment of two roods made on the Loscoe Inclosure.

The moiety of these premises belonging to the charity was held previously to the year 1809 by the owner of the other moiety, under a lease for 99 years, granted by the two executors, at 3*l.* 7*s.* 6*d.* per annum. In 1809 an inquiry was instituted by the society of Quakers, and it was found that the lease was not valid, on account of the length of the term, and the party in possession therefore agreed to give the lease up. The whole property was then let at 18*l.*; Rebecca Dunn, one of the undertenants, being permitted to continue at her old rent; and on her death in 1824 it was let at its fair value, 22*l.*, to the present tenant, Henry Milward.

In 1810 the house was rebuilt, the expense of which amounted to 113*l.* 18*s.* 4*d.*; this was defrayed by reserving the rents, then being 18*l.* a year, for seven years, amounting to 126*l.*; from the residue of that rent there was paid 4*l.* 18*s.* for property-tax, and the rest was divided between the charity and the owner of the other moiety.

Of the rent of 22*l.* one moiety is paid to the trustees of the charity, and one third of such moiety is applied by Thomas Howitt for the use of the Breach Meeting, and the residue is distributed by him and Richard Tantom at the tenant's house on the Monday before Christmas-day, on which day the rent is paid, amongst poor persons of Codnor and Loscoe; the same persons when once appointed continue to receive the benefit of the charity during their lives. The distribution at Christmas 1825 was amongst 50 poor persons, and generally in sums varying from 2*s.* to 5*s.* a few having received less sums. In former years the rent had been divided amongst a greater number, but it has been thought,

thought advisable not to fill up any vacancy until the persons receiving the benefit of the charity are reduced to a smaller number.

The accounts have been regularly kept since the appointment of new trustees in 1817.

Codnor and Loscoe.
Tantum's Charity,
continued.

PARISH OF HORSLEY.

HUNTER'S CHARITY.

By Indenture of Feoffment, bearing date 28th May 1735, between *Thomas Hunter*, of Swanwick, of the one part, and *William Hunter, jun.* and *William Cullabell* (described as assignees of *Seth Wood*, and *Joseph Kirkland*, in whom the said *Thomas Hunter* had reposed especial trust), of the other part; the said *Thomas Hunter*, in consideration of his good will to the poor people dwelling in the parish of *Alfreton*, the hamlets of *Kilburne*, *Horsley*, *Horsley Woodhouse*, *Ripley*, in the parish of *Pentrich*, and *Wessington*, in the parish of *Crich*, and for the relief of the truly necessitous poor dwelling in the said villages, and for a recompense to the vicar of *Alfreton* to preach a sermon once a year, granted and enfeoffed to the said *William Hunter* and *William Cullabell*, and their heirs, a cottage, situate near *Windmill Hill*, in the parish of *Alfreton*, and two parcels of ground, called the *Windmill Closes*, and a little piece of ground taken out of the bottom of one of the said closes, containing together by estimation nine acres, upon trust, that they should demise and set the said premises for the best improved yearly rent to be gotten for the same, and out of the rents and profits thereof should succour, according to their discretion, the poor distressed people of the aforesaid places, by paying amongst the poor inhabitants on the 1st of June and 21st December, by equal portions, the following sums:

Horsley.
Hunter's Charity.

To the poor of	Alfreton	-	-	-	-	-	-	-	£. 1	10	-
—	Kilburne	-	-	-	-	-	-	-	1	-	-
—	Horsley	-	-	-	-	-	-	-	-	5	-
—	Horsley Woodhouse	-	-	-	-	-	-	-	-	5	-
—	Ripley	-	-	-	-	-	-	-	1	-	-
—	Wessington	-	-	-	-	-	-	-	-	10	-
And to the vicar of Alfreton, yearly, for preaching a sermon on											
the day of the month upon which the said Thomas Hunter											- 10 -
should happen to be buried	-	-	-	-	-	-	-	-			

And it was provided, that if the rents and profits of the said premises should not be sufficient to discharge the said yearly sums, the trustees should make a proportionable abatement, and that they should inform themselves what poor people had most need within the several places aforesaid, and should distribute accordingly as they should think fit, not exceeding to the poor of any one place more than to them was particularly appointed. Provided also, that when one of the trustees should die, the survivors should elect two other persons, being near relations and kindred of the said *Thomas Hunter*, to be feoffees, in trust for the uses aforesaid, and that such surviving trustees should convey the said trust-premises to the new trustees, the expense of such conveyance to be paid by a proportionable abatement out of the money paid to the vicar and poor of every place.

By Indentures of Lease and Release, bearing date 14th and 15th February 1823, between *Henry Fletcher*, of Lenton, in the county of Nottingham, only son and heir-at-law of *William Fletcher*, of the first part, and *John Fletcher*, of Cavendish Bridge, in the county of Leicester, brewer, and *John Fletcher* the younger, of the same place, brewer, of the other part, reciting the said indenture of feoffment above abstracted; and reciting another indenture, whereby *William Hunter*, who survived his co-trustee, conveyed the premises upon the trusts aforesaid to *Thomas Vickers Hunter* and *William Fletcher*, and reciting that the said *Thomas Vickers Hunter* survived the said *William Fletcher*, and that on the subsequent death of the said *Thomas Vickers Hunter* the said premises descended to his great nephew and heir-at-law the said *Henry Fletcher*; and that the said *John Fletcher* and *John Fletcher* the younger were two of the nearest relations and of the family and kindred of the said *Thomas Hunter*, the said *Henry Fletcher* appointed the said *John Fletcher* and *John Fletcher* the younger to be trustees in the place and room of himself the said *Henry Fletcher*, and conveyed to them the said premises upon the trusts declared in the abstracted indenture of feoffment.

Horsley.
 Hunter's Charity,
continued.

This deed has not yet been executed by John Fletcher the elder, and John Fletcher the younger is at present the only acting trustee.

The property appropriated to this charity consists of two small cottages, which are stated to be in good repair, and three closes, with an allotment set out on the Alfreton Inclosure, making in the whole 10A. 0R. 3P. These premises are in the occupation of John Wathey, as yearly tenant, at the rent of 12*l.* This however appears to be considerably under the value, which is estimated at 20*l.* per annum, so that some steps ought immediately to be taken for letting the property on better terms. The rent before it was raised to the present amount was 8*l.* and when it was increased, the difference between the old and the new rent was permitted to accumulate until a sufficient sum was raised for defraying the expenses of a new appointment of trustees; when these charges were paid a balance of 1*s.* 6*d.* only was left.

The rent of 12*l.* is collected by Mr. John Flint, a farmer residing at Ripley, and he, under the directions of Mr. John Fletcher, jun., divides it in the following proportions;

							£.	s.	d.
For the Poor of Alfreton	-	-	-	-	-	-	3	15	-
Kilburne	-	-	-	-	-	-	2	10	-
Horsley	-	-			-	-	-	12	6
Horsley Woodhouse				-		-	-	12	6
Ripley	-						2	10	-
Wessington	-	-	-	-	-	-	1	5	-
							£.	11	5
								-	-

These payments, with the sum of 10*s.* which has been reserved for the vicar of Alfreton, and 5*s.* for the expenses of collecting the rents, &c. make up the present yearly rent of 12*l.* We are informed however that the vicar has for several years neglected to preach a sermon on the anniversary of the testator's death, as directed by the deed of 1735; and that the yearly sum of 10*s.* has therefore been retained since the appointment of new trustees in 1823, and the amount is now in the hands of Mr. Flint. It appears to us that this balance, and in case the sermon shall not be preached, the accruing payments of 10*s.* ought to be divided proportionably amongst the poor of the places entitled to the benefit of this charity.

With respect to the townships of Horsley, Horsley Woodhouse, and Kilburne in this parish, the respective sums above mentioned are transmitted by Mr. Flint to the parish officers.

The sum of 12*s.* 6*d.* is distributed in Horsley by the churchwarden amongst poor aged widows and widowers in sums of 1*s.* to each.

And in Kilburne and Horsley Woodhouse the respective sums of 2*l.* 10*s.* and 12*s.* 6*d.* are added to the produce of other charities, and distributed at Christmas amongst the poor of those townships.

The application of the other annual sums will be noticed amongst the charities of the places respectively entitled thereto.

LOCKOE'S CHARITY.

Lockoe's Charity.

The particulars of the charity of John Lockoe, of the produce of which the poor of this parish are entitled to five ninths, viz. the townships of Horsley and of Horsley Woodhouse to two ninths each, and the township of Kilburne to one ninth, will be found in a former part of this Report amongst the charities in the chapelry of Belper in the parish of Duffield.

The sum of 3*l.* 6*s.* 8*d.*, being two ninths of the yearly income, is distributed by Mr. John Woolley amongst poor persons of Horsley not receiving parish relief, in sums varying from 1*s.* to 3*s.* or 4*s.* on or about St. Thomas's-day.

The respective sums of 3*l.* 6*s.* 8*d.* and 1*l.* 13*s.* 4*d.* are distributed in Horsley Woodhouse and Kilburn at Christmas, with the produce of Hunter's charity.

GISBORNE'S CHARITY.

Gisborne's Charity.

The sum of 5*l.* 10*s.* received by the incumbent in respect of the charity of the Rev. Francis Gisborne, the particulars of which will be found in a former part of this Report amongst the charities in the parish of Bradley, is laid out by him in cloth and flannel, which articles are distributed among the poor of the whole parish.

TOWNSHIP OF HORSLEY.

SHAW'S CHARITY.

Thomas Shaw, by his Will, bearing date 14th June 1735, and proved at Lichfield by John Shaw, one of the executors, gave to the poor in Horsley, and John Shaw, William Shaw, and William Radford, whom he had nominated his executors, the sum of 12*l.* to be put out at the discretion of his said executors, the interest thereof to buy twenty sixpenny loaves, to be dealt yearly for ever on the 3d of February, and he directed that after the decease of the persons above named the said loaves should be dealt in Horsley.

The yearly sum of 10*s.* was paid up to Candlemas 1819 by Mr. Samuel Roberts, who by marriage was related to the family of Shaw. It was supposed that some lands held by him in the parish of Crich were subject to this payment, but in 1819 the property was sold, and nothing has been paid since. We are not aware of any evidence to show that the lands above mentioned were liable to this payment.

Horsley.
Shaw's Charity.

TOWNSHIP OF HORSLEY WOODHOUSE.

BALL'S CHARITY.

The yearly sum of 10*s.* supposed to have been the gift of *Ann Ball*, is paid by Mr. Francis Ball, as a charge on an estate belonging to him in Horsley Woodhouse.

We have not been able to procure any further information as to the origin of this charity. The amount is distributed amongst the poor of Horsley Woodhouse at Christmas.

Horsley Wood-
house.
Ball's Charity.

SMALLEY SCHOOL.

Six boys of this township are appointed as scholars and pensioners upon the foundation of John and Samuel Richardson to the school in Smalley, in the parish of Morley, an account of which will be found in a subsequent part of this Report.

Smalley School.

RICHARDSON'S CHARITY.

This township is also entitled, jointly with the townships of Heanor and Mapperley, under certain circumstances, to the benefit of the charity founded by *Samuel Richardson* for poor colliers. But although from the year 1811 two poor colliers of Horsley Woodhouse have received a quarterly pension of 14*s.*, it will be found by the account of this charity in a subsequent part of this Report, amongst those for the township of Smalley, in the parish of Morley, that the places above mentioned are entitled to such benefit only in case there shall not be 10 poor colliers in Smalley.

Richardson's
Charity.

PARISH OF ILKESTON.

FLAMSTEED'S CHARITY.

John Flamsteed, of Little Hallam, in the parish of Ilkeston, by his Will, bearing date 13th October 1684, and proved in the Prerogative Court of Canterbury in 1686, reciting that Francis Willoughby, of Wollaton, esquire, had long since, at a court held at Ilkeston, surrendered into the hands of the lords of the manor there one cottage or tenement, and a close or croft to the same adjoining or belonging, and then in two parts divided, with their appurtenances, situate in Ilkeston, to the use of Stephen Flamsteed the testator's brother, and his heirs, in trust, first for the payment of 50*s.* yearly for ever to the poor of Wollaton, Middleton, and Cossall, according to the will and testament of Mr. Robert Willoughby, deceased, and the remainder of the said premises and rents and profits thereof to such uses and purposes as he the said John Flamsteed should by his will or any other writing appoint, in pursuance of the said power appointed the overplus of the said cottage, closes, and premises, and the profits thereof, over and above the said 50*s.* per annum, to be employed as follows, (that is to say,) 10*s.* yearly for ever to the minister and vicar of the said parish of Ilkeston, to be paid at Easter, being the gift of his said brother Stephen Flamsteed, and all the rest of the rents and clear profits of the said premises, after all sessments and disbursements paid, and 1*s.* yearly paid to his heirs for ever at Michaelmas, to be distributed amongst some poor widows of the said parish yearly for ever, as he should further direct and appoint.

Ilkeston.
Flamsteed's
Charity.

Ilkeston.

Flamsteed's
Charity.

William Deverill, an old man of Ilkeston, informs us that there are four cottages in this parish, with a small garden annexed to each, inhabited by poor persons, of whom he is one, and that a parcel of land containing about four acres adjoining to these cottages is supposed to have formed the subject of the above-mentioned devise. He also states that he was placed about 12 years ago in one of these cottages in which he lives by the Rev. Richard Dodsley Flamsteed, now of Spondon, who then resided on his estate at Ilkeston; that these cottages were formerly repaired by the Flamsteed family, and that a load of coals was given by them annually to the inhabitant of each house, but that the reparation of the cottages, and the distribution of the coals, have been discontinued for the last 14 years; that the fences of the above-mentioned land have been thrown down; and that it now is, and for many years has been, occupied by tenants of the Flamsteed family, but that he knows the old boundaries of it.

The Rev. Richard Dodsley Flamsteed states that these cottages were built by his maternal grandfather, who died between the years 1740 and 1750; that he apprehends that they were erected on the waste of the manor, although his grandfather was not the lord of the manor; that the repairs which he admits to have been done by him to the cottages, and the donations of coals which were given by him to the inhabitants, were altogether voluntary, and that he never heard of any payment being due from the estate to the poor of Wollaton, Middleton, or Cossall.

Some years ago the Rev. R. D. Flamsteed conveyed the estate, of which the above-mentioned land forms a part, to Mr. William Edwards, solicitor of Derby, in trust for his eldest son, Mr. William Dodsley Flamsteed.

We have applied to Mr. Edwards for information, and we learn from him that the will of this donor does not appear on the face of Mr. W. D. Flamsteed's title; that the parcel of land described by William Deverill is reputed to be freehold, and that he cannot learn that it ever was considered to be copyhold; that the inhabitants of the cottages have paid acknowledgments for them; and that since Mr. W. D. Flamsteed came into possession of his estate no payment has been made out of it, or demanded, for the poor of Wollaton, Middleton, or Cossall.

An annual sum of 10s. which it will be observed is the amount of the gift of Stephen Flamsteed, mentioned in Mr. John Flamsteed's will, was formerly paid to the vicar of Ilkeston by the Rev. R. D. Flamsteed, and since the conveyance to Mr. Edwards, as a trustee, the same payment has been made by him.

Mr. R. D. Flamsteed states, that this annual sum was called a pension, but that he did not know in what manner it originated; and we learn from Mr. Edwards that it has been a matter of doubt, which still remains unsettled, whether this payment is a charge upon the separate estate of the Rev. R. D. Flamsteed, or on that of his son, and that he made it, being employed as the solicitor of both of them, it not being denied that one of the estates was liable to this charge.

This annual payment to the vicar may have been derived from Stephen Flamsteed's donation, as the origin of it is not otherwise accounted for, and if it be so, it would seem probable that the land which formed the subject of the above-mentioned devise has become united with some part of the Flamsteed property; but the information which we have been able to obtain, and which we have above stated, does not appear to us sufficient to identify the land pointed out by William Deverill as being the copyhold close which was given by John Flamsteed's will.

HUNT'S CHARITY.

Hunt's Charity.

Thomas Hunt, by his Will, bearing date 19th March 1683, gave a close lying in Ilkeston, called Tinker's Croft, to his father, Francis Hunt, for life, with remainder to the use of Joshua Hunt for life, with remainder to the use of the right heirs of the body of the said Joshua Hunt, and for default of such issue he gave the said close to the use of the poor widows of Ilkeston aforesaid, and directed that the yearly rent thereof should be dealt amongst them upon the Feast-day of St. Thomas, yearly, in the church-porch of Ilkeston.

Upon an inclosure of the common land of Ilkeston, which took place under an Act of Parliament passed in 1794, a field, now called the North Field Meadow, containing 2A. 2R. 1P. was awarded by the Commissioners to the trustees for the poor in lieu of the above-mentioned close called the Tinker's Croft, and
of

of a piece of land in the Mill Field, supposed to have been given to poor widows of the parish by Mr. Courtman, as hereinafter mentioned.

This allotment also appears to have included a small portion of land given in respect of a payment of 5*s.* a year previously made by the Duke of Rutland's tenants, as will be more particularly mentioned in the account of Fouljamb's charity.

The North Field Meadow is in the occupation of Mr. Thomas Crichley, as yearly tenant, at a fair rent of 4*l.* 12*s.* 6*d.* per annum, the application of which will be stated in the account of Roe's charity.

GREGG'S CHARITY.

William Gregg, by his Will, bearing date 5th August 1690, and proved at Lichfield in 1691, gave 20*s.*, to be yearly paid, for ever, on Easter-eve, to eight of the poorest people of the town of Ilkeston, and directed that his executrix should lay out 20*l.* to purchase land of inheritance for the perpetual payment thereof, and that the same should be purchased in the names of such persons as her said executrix should think fit.

There are two closes in this parish, called the Carr Close, and the Bull Balk Close, the rents and profits of which have been for many years applied for the benefit of the poor thereof, and towards the purchase of which the above-mentioned sum of 20*l.* is supposed to have been expended; but no deed can be found relating to them, and both the time of their being purchased and the amount of the purchase-money are unknown.

The Carr Close, containing 4*A.* 0*R.* 1*P.*, and the Bull Balk Close, containing 2*A.* 1*R.* 35*P.*, are now in the occupation of Richard Rice, as yearly tenant, at the rent of 7*l.* per annum for the former, and 5*l.* for the latter. The same rents are stated to have been paid for them from the time of the Ilkeston Inclosure.

We are informed that the first-mentioned close is now worth rather more than the present rent, but that the rent of the other is considered to be its fair value, the Erwash Canal having been cut through it, by which it is divided into two nearly equal parts, and the land has been considerably injured.

The Canal Company pays for land thus taken from this close, from the Knotty Close, (Roe's charity,) and from the school-land, (Courtman's charity,) 1*l.* 1*s.* per annum.

More than 40 years ago it was discovered that there was coal under the Bull Balk Close, and Messrs. Potter and Bourne, who were lessees of some adjoining coal-mines, the property of the Duke of Rutland, were permitted to take coal under that close on paying the same toll for it as they paid to the Duke. For the coal thus gotten a sum of money was paid by Messrs. Potter and Bourne to the Rev. Richard Dodsley Flamsteed, now residing at Spondon; and we are informed that application has been made, without effect, on the part of the parishioners to Mr. Flamsteed to ascertain the amount of the sum which he thus received, and to obtain a security for it.

In answer to inquiries which we have made of Mr. Flamsteed, he states that the sum received by him from Messrs. Potter and Bourne was 67*l.* 10*s.*, and that it was received on 23d May 1798; that he allowed interest for it after the rate of 3½ per cent, which either he, during his residence at Ilkeston, or in his absence, William Buckland, his tenant, distributed in bread to the poor of Ilkeston until the year 1816, since which time there appears to have been no distribution of bread, or payment of interest.

If this statement be assumed to be correct, there appears to be due from Mr. Flamsteed, besides the principal sum of 67*l.* 10*s.*, interest for 10 years to the year 1826; and it is to be observed that the interest which that gentleman states that he allowed was after a very low rate. It appears therefore to us that he ought not to pay less than four per cent per annum from the period when the distribution of bread ceased; that the interest ought to be distributed to the poor; and that the principal sum of 67*l.* 10*s.* ought to be immediately paid by him, and invested on some public security in the names of trustees, in trust, to apply the future interest thereof for the benefit of the poor with the rents of the lands of this charity.

About the year 1815 another agreement was made for working the coal under the Bull Balk Close. A sum of 189*l.*, received under this agreement has been laid out in the purchase of a close of copyhold land at Ilkeston, called the Nether Court Close, containing 1*A.* 3*R.* 20*P.*, which was surrendered at a court

Ilkeston.

Hunt's Charity,
continued.

Gregg's Charity.

Ilkeston.

Gregg's Charity,
continued.

holden for the manor of Ilkeston to the use of R. D. Flamsteed, Jervase Brown, and Thomas Crichley, and their heirs, who were admitted thereto upon the payment of 7*l.* 12*s.* as a fine, but no notice was taken in the court-rolls of this purchase having been made in trust for the poor.

The residue of the money due for the coal obtained under the last-mentioned agreement consisted of 80*l.*, which has been allowed to remain in the hands of Mr. Thomas Potter on the security of his promissory note, bearing interest at five per cent. It seems proper that this sum should also be invested on public security.

The Nether Court Close is now in the occupation of the said Thomas Crichley, as yearly tenant, at a fair rent of 7*l.* per annum.

An annual sum of 1*l.* 5*s.* is also paid by Jervas Bourne for a rail-way, which passes over the Bull Balk Close from the coal-pit to the canal.

ROE'S CHARITY.

Roe's Charity.

By Indenture of Bargain and Sale enrolled in Chancery, bearing date 5th November 1776, between Henry Wallace and Thomas Roe executors of *Samuel Roe* deceased, of the one part, and John Dodsley Flamsteed, esquire, the Rev. George Allen Clerk, minister of Ilkeston, and James Stephenson, churchwarden of Ilkeston of the other part, reciting, that the said *Samuel Roe* being seised in fee of the close thereafter mentioned, with other real estates in Eastwood in the county of Nottingham, by his Will, bearing date 5th September 1775, gave to the said Henry Wallace and Thomas Roe all his lands in Eastwood, and all his personal estate, in trust, to sell the said premises and pay his legacies; and also gave to William Flamsteed, esq. since deceased, 100*l.* upon trust, that he, his executors, &c. should place the same out at interest upon such security as he should think fit, and distribute the interest thereof amongst such of the necessitous poor of the parish of Ilkeston, not having relief from the parish, in such proportion as the said William Flamsteed, his executors, &c. and the minister of the said parish for the time being, should think proper; and also gave 20*l.* to the said William Flamsteed, upon trust, to place the same out at interest, and apply the interest for the use of the minister or pastor of the society of Protestant dissenters at Ilkeston so long as that society should subsist in the said parish; and that if that society should at any time be dissolved, such interest should be paid amongst the necessitous poor of the said parish not having relief, in such proportions as the minister of the said parish should think fit; and reciting, that the said William Flamsteed died in the lifetime of the testator; and that no legal estate in the said sums of 100*l.* and 20*l.* had become vested in him, but that the said Henry Wallace and Thomas Roe were desirous to invest the said sum of 120*l.* in the purchase of the close thereafter mentioned, being part of the estate of the said *Samuel Roe* deceased, and by him devised as aforesaid, and had therefore agreed with the said parties of the second part to convey the same to them as thereafter mentioned, to the uses expressed in the will of the said *Samuel Roe*, the said Henry Wallace and Thomas Roe, for the considerations aforesaid, bargained and sold to the said John Dodsley Flamsteed, his heirs and assigns, and the said George Allen and James Stephenson and their successors, as minister and churchwarden of Ilkeston, a close in Eastwood, called Knotty Meadow, containing 3*A.* 0*R.* 35*P.* upon trust, as to five parts in six of the rent of the said close, to pay the same amongst such of the necessitous poor of Ilkeston not having relief from the parish, and in such proportions, as the said John Dodsley Flamsteed, his heirs and assigns, and as the said George Allen and James Stephenson, and the minister and churchwarden for the time being, should in their discretion think proper, and, as to the remaining sixth part of the rents, to apply the same to the use and benefit of the society of Protestant dissenters at Ilkeston, with a proviso similar to that mentioned in the testator's will for the application of such sixth part to the poor, in the event of such society being dissolved.

The Knotty Meadow is now in the occupation of William Goodman as yearly tenant, at a fair rent of 4*l.* 12*s.* 3*d.* per annum; it had been previously to his tenancy occupied by a person who made a coal-wharf upon it, and it was in a bad state when the present tenant entered upon it, but it is now stated to be in fair condition; a small part of this field was taken for the use of the Erwash Canal,

Canal, and a portion of the payment of one guinea a year made by the Canal Company is in respect of it.

Of the income of this charity the sum of 18s. 4½*d.* is paid to Mr. Isaac Cook, one of the Presbyterian congregation at Ilkeston, for the benefit of the minister of that congregation.

Ilkeston.

Roe's Charity,
continued.

The amount of this payment appears to have been calculated as being one sixth part of 5*l.* 10*s.* 3*d.*; composed of the rent of the Knotty Meadow, 4*l.* 12*s.* 3*d.*, and 18*s.* as the share of the sum paid by the Erwash Canal Company; but as that company pay only 1*l.* 1*s.* for the whole of the land taken by them, part of which belonged to Gregg's and part to Courtman's charity, it would seem that the portion of the income paid to the minister of the congregation is rather more than a sixth part of the income.

The residue of the rent of this field is, together with the rent of the field mentioned in the account of Hunt's charity, and the income derived from Gregg's charity, distributed annually, shortly before St. Thomas's-day at the school-house, by the minister and churchwardens, each widow in the parish usually receiving 5*s.* and other poor persons from 2*s.* to 1*s.* according to their necessities; no specific sum is given to the poor not receiving relief from the parish, to whom Roe's charity ought to be confined; but it is stated that more than the amount of the portion of the rent received from that charity is distributed amongst poor persons of that description; the sum of 2*s.* 6*d.* is also given to the parish-clerk, and a like sum to a person for assisting in the distribution, and for entering the accounts, and the names of the poor receiving the charity, in a book kept for the purpose.

COURTMAN'S CHARITY.

The Parliamentary Returns of 1786 state that the Rev. Mr. *Courtman*, by his Will, in 1704, gave land, producing 7*s.* per annum, for the benefit of poor widows, and also land producing 15*s.* per annum for teaching three poor children, and that the land was vested in Dr. John Flamsteed. Searches have been made for Mr. Courtman's will, but it has not been found.

Courtman's
Charity.

We have already stated in our account of Hunt's charity, that upon the Ilkeston Inclosure the North Field Meadow was allotted to the trustees for the poor, partly in respect of the land given by Mr. Courtman for the benefit of poor widows, which was situate in a field called Mill Field.

The land given by Mr. Courtman for teaching poor children is supposed to consist of a field containing 1*A.* 1*R.* 15*P.*, through which the Erwash canal was cut, and has thus divided 29 perches from the residue of it.

This field is in the occupation of Joseph Burrows, as yearly tenant, at a fair rent of 2*l.* per annum.

A sum of 14*l.* which was produced by the sale of a few trees which stood upon this field a few years ago, is now in the hands of the Rev. Jervase Brown, the vicar, who pays 14*s.* per annum as the interest of it.

The rent and interest are paid to the account of the Sunday-school in the parish, which is principally supported by voluntary contributions.

FOULJAMB'S CHARITY.

John Fouljamb, of Little Hallam, in the parish of Ilkeston, by his Will, bearing date 6th March 1704, and proved in the Consistory Court of Lichfield, after reciting that he had one ley of freehold land lying in the Duke of Rutland's new intake in Little Hallam, being the next ley but one to Benjamin Day's orchard and Croft Side, and two other leys of freehold lying in a close there called the Far Doles Close, as by deed, bearing date the 29th day of May 1682, would appear, devised the said premises (the rent being 8*s.* per annum) if he should die without issue of his body, for the use of the poor of Little Hallam and Ilkeston for ever; and after further reciting that several sums were due to him on securities specified in his will, amounting in the whole to 28*l.*, he bequeathed the same for the use of the poor of Little Hallam and Ilkeston aforesaid for ever; and he nominated Mr. Flamsteed, Benjamin Day, and Peter Kirkby, and the survivor and survivors of them, and the heirs of such survivor, supervisors, and trustees of the same; and reciting, that he had a bond from Samuel Cook for 5*l.*, bearing date 6th April 1700, which he had designed should make the aforementioned sums, with the rents and profits of the freehold land, to amount to 40*s.* per annum, he directed that the said bond should go to the use

Fouljamb's Charity.

Ilkeston.
 Fouljamb's Charity,
continued.

and behoof of Little Hallam and Ilkeston aforesaid; and he directed that the said sum of 40s. per annum should be by the trustees aforesaid distributed and divided amongst 40 of the poorest widows in Little Hallam and Ilkeston aforesaid; and in case there should not be so many as 40 poor widows, then to so many as there should be, and the rest and remainder to the poorest families in Little Hallam and Ilkeston, viz. to each poor widow or family 12*d.* a-piece, and that the distribution should be yearly given for ever on Good-Friday; and he appointed David England, the elder, the sole executor of his will.

We have not been able to identify the first-mentioned ley of freehold land described in the will as lying in the Duke of Rutland's new intake in Little Hallam; but a letter was produced to us, dated in 1798, from Mr. William Gauntley, who appears to have been a Commissioner under the Ilkeston Inclosure Act, stating that in an allotment in the North Meadow made to the trustees for the poor of Ilkeston (the particulars of which allotment have been stated in the above account of Hunt's charity,) land of the value of 5*s.* a year was included, in respect of an annual payment of 5*s.* theretofore made by the Duke of Rutland's tenants to the trustees for land supposed to be in the Duke's Home Close, occupied by John Taylor. It is possible therefore that the land for which this payment had been made may have been the ley first mentioned in the donor's will, and if so, the poor obtained in lieu thereof part of the allotment made for their benefit on the inclosure.

The other two leys of freehold land, which are described in the will as lying in a close called the Far Doles Close, have been, together with the residue of that close, for many years in the possession of a family of the name of England (probably the descendants of the donor's executor), by whom the annual sum of 8*s.* appears to have been paid until the time of the inclosure, but we do not find it has since been paid.

The Far Doles Close, although inclosed before that time, appears to have been allotted by the commissioners award; but Mr. Gauntley in the letter above referred to states, that at the time he set out the allotment to William England he was not aware that his estate was charged with any dole, and that therefore the estate was not exonerated from the payment by the allotment made to the trustees for the poor. We apprehend therefore that these two leys ought to be considered as still belonging to the poor, and that Mr. William England, who is now in possession of the close in which they are included, ought to pay a fair annual rent for them, to be distributed to widows of the parish on Good-Friday. Mr. William England states that the whole close contains about three acres, and that it is worth about 2*l.* per acre.

With respect to the pecuniary bequests contained in Mr. Fouljamb's will, an entry is found in an old book belonging to this parish, signed by Matthew Birch, minister, and 14 other persons, and stating that at a vestry meeting, held 25th March 1741, it was agreed by the parishioners that the principal sum of 32*l.* left by John Fouljamb, and the sum of 10*l.* left by John Matthews, which sums had been left in the hands of Mr. John Flamsteed and Benjamin Day, in trust, that the interest thereof should be distributed to the poor widows and inhabitants of Little Hallam and Ilkeston on Good-Friday, should remain in the hands of the said parish, and that the interest should be paid to the said trustees, to be given as was directed by the said wills, and that the overseers and churchwardens should give bonds for themselves and their successors, in the name of the parish, to the intent that the interest might be paid for ever.

We have found no other trace of the gift of John Matthews than that which is contained in this entry.

It appears from the overseers accounts that the annual sum of 2*l.* 2*s.* was paid on or about Good-Friday to poor persons of the parish until the year 1781, since which time no further payment has been entered, and we cannot learn that any such payment has been made. We apprehend that the present parishioners cannot be compelled to make good a sum mis-appropriated so long ago, and that these sums must be considered to be lost.

SMEDLEY'S ALMSHOUSE AND CHARITY FOR TEACHING POOR CHILDREN.

Smedley's Alms-
house and Charity
for teaching poor
Children.

By Deed, bearing date 30th March 1744, and enrolled in Chancery, *Richard Smedley* granted to Harry Earl of Stamford, Dame Catherine Aston, and Ralph Edge, their heirs and assigns, a rentcharge of 60*l.* free of all taxes, payable for ever,

ever, out of a messuage and tenement, with the lands thereto belonging, situate at Crown Bank, adjoining to Talk-on-the-Hill, in the parish of Audley, in the county of Stafford, in the possession of John Rowley, and out of a messuage and tenement situated at Windy Arbour, near Talk-on-the-Hill, in the possession of Edward Wainwright, upon trust, that out of the said annuity they should build six almshouses for such poor people as were thereafter mentioned upon a piece of land in Ilkeston which the said Richard Smedley had lately purchased; and upon further trust, that they should place in the same six of the poorest men or women, and the greatest objects of charity, and of a pious and good reputation, and inhabitants legally settled in the parishes or townships of Risley, Old Awsworth in the parish of Nuttall, in the county of Nottingham, Newthorpe, in the parish of Gresley, in the same county, Dale and Ilkeston; to wit, two out of Risley, and one out of each of the other places; and in that manner to be chosen by the said trustees, or any two of them, for ever; and to pay quarterly to each of such inhabitants 5*l.* a year for their support and maintenance; and upon further trust, that they, or any two of them, should at all times thereafter, at their will and pleasure, displace from such houses any of the inhabitants thereof for any immorality, irreligion, or misbehaviour, and should fill the vacancies that might so happen out of the poor inhabitants of the said respective towns, so that the same houses might always be kept full by men or women of the respective places before mentioned, the greatest and fittest objects, to whom 5*l.* each was for ever thereafter to be paid in such manner as thereinbefore set forth; and on further trust, that they, or any two of them, should from time to time pay the several sums thereafter mentioned out of the said annuity in manner following, for the instruction of the children of the poorest inhabitants of the parish of Ilkeston and of the township of Heanor, in Derbyshire, and of the hamlets of Old Awsworth and New Awsworth, and of Newthorpe, and the parishes of Strelly and Bilborough, in the county of Nottingham, whether boys or girls, as the trustees should think properest, in manner following, viz. 10*l.* yearly for the teaching of 36 or 40 of such poor children of the parish of Ilkeston; 5*l.* yearly for the teaching of 18 or 20 such children of the township of Heanor; 5*l.* for a like number of the hamlets of Old and New Awsworth; 5*l.* for a like number of the hamlet of Newthorpe; and 5*l.* more for a like number of the parishes of Strelly and Bilborough, the greater part whereof to be of the parish of Strelly; provided that no child should be instructed but such as before admittance had learned the battledore, and that they should be only taught in the English tongue, and only until they should be by the said trustees thought sufficiently instructed therein; such said several sums to be paid by the said trustees to such masters or mistresses of the said respective places, and to one or more of them in each place, as the trustees, or any two of them, should approve, for the better propagation of the said charity; provided that the said trustees, or any two of them, might from time to time displace any such master or mistress, or any scholar under them, for any cause, matter, or thing, that they in their discretion should think reasonable, and again fill up such vacancies by such other master, mistress, or scholar, out of such respective places; and it was provided that the trustees might make and ordain any laws or orders as they or any two of them should think proper for the better execution of the trust and charities aforesaid, as near to the intentions of the said Richard Smedley as might be; and that, for the better propagation of the charity, the trustees, or any two of them, might permit, by any instrument in writing, as counsel should advise, any person to erect a house or houses upon the said land in Ilkeston so purchased by the said Richard Smedley for the inhabitation of the poor and indigent of any township or place whatsoever, so that a reasonable endowment and maintenance should be provided for the inhabitants thereof, making such allowance for such liberty as the said trustees, or any two of them, should think fit; provided, that in respect of the distance of the trustees from each other, and from the said places intended to take advantage of those charities, it should be lawful for the trustees, by writing under their hands, to make proxies to act in their stead.

The last trust-deed of this donor's charities bears date the 3d November 1802, whereby George Earl of Stamford and Warrington, and Thomas Webb Edge, esquire, as surviving trustees under a deed of 6th November 1778, appointed George Harry Lord Grey, (now Earl of Stamford,) and the Rev. John Hancock

Ilkeston.

Smedley's Alms-house and charity for teaching poor children,
continued.

Ilkeston.

Smedley's Alms-
house and Charity
for teaching poor
children,
continued.

Hall, of Risley, to be trustees, together with the said Thomas Webb Edge, who is since dead, upon the trusts of the deed of 30th March 1744.

In pursuance of the donor's directions an almshouse was built in the parish of Ilkeston, containing six tenements, of which two are appropriated to two poor women of the chapelry of Risley and one to a poor woman of each of the other places mentioned in the foundation-deed. Each of these tenements is repaired at the expense of the inhabitants of the place to which it is appropriated, and they are stated to be in good condition.

The premises at Talk-on-the-Hill charged with the sum of 60*l.* per annum are the property of Smith Child, esquire, by whose agent it is paid to Mr. William Martin, the steward of the Earl of Stamford, and it is applied by him as follows :

	£.	s.	d.
To the six poor women in the almshouse at Ilkeston, 5 <i>l.</i> each	-	-	30
To a schoolmaster of Ilkeston for teaching the poor children thereof	-	-	10
Ditto of Awsworth	-	-	5
Ditto of Newthorpe	-	-	5
Ditto of Strelly	-	-	5
Ditto of Heanor	-	-	5
	£.	60	-

The almswomen and the schoolmasters are appointed by Mr. Martin, as acting for the Earl of Stamford and the Rev. J. H. Hall.

In respect of the annual sum of 10*l.* a schoolmaster of Ilkeston instructs in reading about 30 poor boys and girls, usually appointed by the minister of the parish.

DAY'S CHARITY.

Day's Charity.

John Day, by Will, bearing date 14th July 1749, and proved at Lichfield, gave the residue of his estates, real or personal, to his brother, Robert Day, and his heirs, he and they paying the sum of 5*s.* yearly to five poor widows of Ilkeston on St. John's-day; and he charged with the payment thereof an inclosed parcel of land, lying in the Trowel Bridge Field in Ilkeston aforesaid, at the bottom of Mr. Flamsteed's new close.

This charge was void, as being created by will since the statute of 9 Geo. 2, c. 36; but we are informed that Catherine Day, the daughter of the said Robert Day, devised the above-mentioned land in Ilkeston to Joseph Wilson, who afterwards exchanged it for another field, and then sold the field which he received on that exchange to Isaac Attenborough, subject to the said annual payment of 5*s.*, which sum is annually distributed by Mr. Attenborough to poor widows of the parish on St. Thomas's-day.

GISBORNE'S CHARITY.

Gisborne's Charity.

The particulars of the Rev. *Francis Gisborne's* charity have been stated in the account of the charities of Bradley, in a preceding part of this Report.

The share appropriated to Ilkeston, amounting to 5*l.* 10*s.* per annum, is received by the curate, and expended by him in the purchase of cloth and flannel, which he distributes amongst poor men and women of the parish, giving to each man four yards of cloth, and to each woman two yards of flannel.

PARISH OF LANGLEY.

SCHOOL.

Langley.

School.

By indenture of Bargain and Sale (enrolled in Chancery,) bearing date 26th March 1752, between the Rev. John Bayley and Isabella his wife, of the first part, and Godfrey Meynell, esquire, of the other part, reciting indentures of lease and release, bearing date 3d and 4th March 1737, being the marriage settlement of the said John and Isabella Bayley, and reciting that the said John and Isabella Bayley were desirous of establishing a charity, in case there should be no issue of their marriage, for the teaching, educating and instructing poor boys or girls of the parish of Kirk Langley, and of settling a house called the school-house lately erected by the said John Bayley at Kirk Langley, and for other charitable purposes, the same to be subject, after the death of the said John Bayley, to the power, control and management

management of such persons as should succeed him from time to time as rectors of the said parish, the said John Bayley bargained and sold to the said Godfrey Meynell, and his heirs, the said messuage or tenement lately erected in Kirk Langley, and known by the name of the School-house, with the appurtenances; and the said John Bayley, and Isabella his wife under the power vested in her by the said marriage settlement, bargained, sold, limited and appointed to the said Godfrey Meynell, and his heirs, an annuity or yearly rent of 5*l.* to be issuing out of a messuage and tenement in Boylstone, and several closes of land thereto belonging, with power of distress in case of non-payment, upon trust, as to the said school-house, that the same should be used and appropriated as a school-house for the education of the children thereafter mentioned, and such others as should be sent there for education; and as to the said annuity of 5*l.* upon trust, that the said John Bayley and his successors should dispose of 4*l.* part thereof, in putting out and paying for the teaching and instructing in the English language and catechism of the Church of England so many of the poor children of or belonging to the parish of Kirk Langley, whose parents should not be able of themselves to procure for their children such education, as the said John Bayley, and his successors, should from time to time in their discretion think fit, which children should be nominated and put out to such master and masters as the said rector for the time being should approve of; and the said rector and his successors were thereby appointed perpetual trustees for executing and discharging this part of the said trust; and upon further trust, that the said rector and his successors should from time to time apply 1*l.* the residue of the said annuity, in the necessary repair of the said school-house; and in case it should not want any repair, in buying books, or in educating so many more of such poor children as aforesaid as they should think fit; and a power was given to the said rector, in case the said sum of 1*l.* should not be sufficient to keep the said school-house in repair, or in case it should be burnt or destroyed, to lay out all or any part of the said sum of 4*l.* in the necessary repair or rebuilding of the same; and it was declared that it should be lawful for the rector, and his successors for the time being, for ever, upon death, removal or other vacancy, to nominate and appoint such person or persons as he or they should think proper, for the teaching and educating of such poor children as aforesaid.

By Indenture of Bargain and Sale, (enrolled in the Court of Chancery,) bearing date 16th September 1768, between Frances Bayley, relict of the Rev. John Bayley, of the first part; Richard Bayley, his brother, and heir at law, of the second part; and the Rev. Thomas Boulton, rector of Brailsford, the Rev. William Cant, rector of Kirk Langley, and the Rev. Thomas Blackwell, rector of Mugginton, of the other part; the said Frances Bayley, for a nominal consideration, bargained and sold to the said Thomas Boulton and others of the third part, and their successors, a close adjoining the church-yard in Kirk Langley, commonly called the Upper Cunnery, upon trust, to pay the clear yearly rents, subject to the proviso thereafter contained, for and towards the teaching and instructing two children as they the said Thomas Boulton and others should direct, at the school-house in Kirk Langley, theretofore erected by the said John Bayley, deceased, and Isabella his wife, also deceased, and endowed with the annual sum of 5*l.* issuing out of a messuage and lands at Boylstone, called Peakin's Farm; and it was provided, that if the annual rents of the said close should with the said annuity of 5*l.* exceed the clear yearly sum of 10*l.* the said trustees and their successors should pay the surplus towards the repairing, amending or altering the school and school-house erected as aforesaid, but if no repairs, amendments or alterations should be thought necessary, that such overplus should be applied in and towards the teaching and instructing one or more boys and girls to read and write, in such manner as the said trustees and their successors should think fit.

The premises given by the Rev. John Bayley, and Isabella his wife, by the description of the School-house with the appurtenances, consist of a dwelling-house with a garden adjoining thereto, and are occupied by the schoolmaster rent-free.

The rentcharge of 5*l.* a-year is paid by Mr. Bryan Balguy, as the agent of Charles Broadhurst, esquire, in respect of an estate at Boylstone, which he purchased subject to such charge of Mr. Bayley Marsh. The amount is received by the churchwardens, and paid over to the schoolmaster.

Langley.

School,
continued.

The close of land given by Mrs. Frances Bayley contains about $3\frac{1}{2}$ acres, and is occupied by the schoolmaster. The annual value of this land is estimated at about $6\frac{1}{2}$ guineas.

The rector receives 1*l.* yearly from the schoolmaster for the purposes mentioned in the deed of 1752. For some years the whole of this sum has been expended in the repairs of the school-house, but it is stated to be now in good condition, and the rector had at the time of our inquiry, in August 1826, 15*s.* in hand.

Twelve children are nominated by the rector to be taught free, and they are instructed with other children, for whose instruction the master is paid, in reading and the church catechism. The schoolmaster is appointed by the rector.

HOUGH'S CHARITY.

Hough's Charity.

The particulars of this charity, in respect of which 1*l.* a year has been hitherto paid for the poor of Langley, by Edward Cooper of Ashborne, will be found in a preceding part of this Report amongst the charities in the parish of Dalbury.

The sum of 1*l.* has been distributed by the rector annually amongst 20 of the poorest persons in the parish in rotation.

BAYLEY'S CHARITY.

Bayley's Charity.

There was in the hands of the late General Robert Cheney a sum of 10*l.* which in a promissory note given by his father for the amount, and dated 27th March 1769, it is stated was left to the poor of this parish by the Rev. Mr. Bayley, formerly rector thereof, the interest to be paid on the four sacrament days, agreeable to the will of the donor.

This note, which was originally given by the father, and was to bear interest at four per cent, was at a subsequent period signed by his son, who promised to pay interest at five per cent.

It is desirable that this sum should now be called in, or a fresh security given, as since the death of General Cheney the estate which had belonged to him in this parish has been sold by his son.

The sum of 2*s.* 6*d.* has hitherto been paid quarterly on the four days on which the sacrament has been administered in the church, through the hands of Isaac Spencer, an old servant of the family, who died a few months ago, and the amount has been disposed of with the money collected at the sacrament.

MRS. CHENEY'S CHARITY.

Mrs. Cheney's
Charity.

Mrs. Cheney, the mother of the late General Cheney above mentioned, in February 1821, placed the sum of 20*l.* in the Savings Bank at Derby, where it now stands under the name of "the Poor of Langley, by Mrs. Cheney", and a direction was entered in the books of the Savings Bank that the interest should be paid to the resident minister for the time being, for the use of the poor who should attend the sacrament, the same to be under the direction of the minister and churchwardens for the time being.

Owing to some inadvertence the interest on this sum has never been demanded, so that there is now above 25*l.* in the Savings Bank.

PARISH OF MACKWORTH.

CROWSHAW'S CHARITY.

Mackworth.

Crowshaw's
Charity.

The particulars of this donor's Will, dated in 1631, have been already stated in our accounts of the charities under the management of the corporation of Derby, in a preceding part of the present Report, by which he directed the corporation, in consideration of a legacy thereby bequeathed to them, to pay 28*l.* yearly for a weekly distribution amongst eight poor ancient inhabitants of the towns of Markeaton and Mackworth, in bread, cheese and money to each of them; 6*d.* in bread, 4*d.* in cheese, and 6*d.* in money, such poor to be nominated by the parson, churchwardens, and chiefest inhabitants of those places; and he directed that such remainder as should be left of his gift should be given to the clerk and sexton.

The weekly sums which the donor directed to be given in bread and cheese are now given in bread only; eight tenpenny loaves are provided every Sunday,
by

by a baker in Derby, and are sent to the church at Mackworth, the cost of which being 17*l.* 6*s.* 8*d.* per annum is defrayed by the corporation; eight sixpences are also sent by the corporation weekly, amounting to 10*l.* 8*s.* per annum; these loaves and sixpences are distributed to four poor inhabitants of Mackworth, and four poor inhabitants of Markeaton, into which two townships this parish is divided; the distribution is made according to a list agreed upon at a vestry-meeting composed of the inhabitants of these two places, a rotation being established by which the oldest and poorest inhabitants receive the charity, some of them partaking of it once in a fortnight, and some once in a month.

The residue of the annual sum of 28*l.* being 5*s.* 4*d.* is received from the corporation by the parish-clerk of Mackworth.

In respect of the same donor's gift of 100*l.* for loans to poor householders and tradesmen of Markeaton and Mackworth, the particulars of which have also been stated, interest at 2½ per cent has been paid by the corporation to Christmas 1825 in equal moieties, between the respective churchwardens of these two places; and in each place the moiety of this payment, and the moieties of the annual sums derived from Mundy's and Hough's charities hereinafter mentioned, together with the rents of the respective lands belonging to the poor of each place, derived from Stanley's charity, are distributed on St. Thomas's-day, amongst the poor of these places respectively, according to lists made out at a vestry-meeting of the inhabitants.

Mackworth.

Crowshaw's
Charity,
continued.

MUNDY'S CHARITY.

The particulars of this charity have already been detailed in our account of Mundy's Charity. the benefactions to the parish of Radbourn.

An annual sum of 2*l.* 8*s.* is received from the Rev. William Barber, of Quarndon, by the incumbent of this parish, who retains 4*s.* for himself, and pays 2*s.* a-piece to the respective churchwardens of Mackworth and Markeaton. The distribution of the remaining 40*s.* has been already stated in the above account of Crowshaw's charity.

HOUGH'S CHARITY.

The particulars of *Peter Hough's* charity have been already given in detail amongst those for the parish of Dalbury. The sum of 1*l.* 6*s.* 8*d.* per annum, hitherto received by the churchwardens, from Edward Cooper, of Ashbourne, has been distributed in the manner before mentioned. Hough's Charity.

STANLEY'S CHARITY.

By Indentures of Lease and Release, bearing date respectively 13th and 14th May 1724, between John Agard, and Millicent Agard his mother, of the first part; John Seale, John Buxton, and Thomas Grace, all of Markeaton, of the second part; and John Bennett the elder, John Bennett the younger, John Moore, and David Ambrose, of Mackworth, of the third part; reciting, that *Henry Stanley*, by his Will, bearing date 25th April 1715, gave for the use and benefit of the poor inhabitants of Markeaton and Mackworth 100*l.*, to be applied by and as the said John Agard, John Seale, John Buxton, and Thomas Grace, should think fit; and appointed William Norcliffe, and Charles Smith, executors of his said will; and that much suit had arisen by Hester Stanley, the daughter of the said Henry Stanley, concerning the said will, whereby the estate of the said testator was greatly diminished, and fell short of paying the legacies given by the said will, insomuch, that no more than 73*l.* could be gotten out of the same for satisfaction of the said legacy of 100*l.*, which said sum of 73*l.* being paid into the hands of the said Thomas Grace had been placed out at interest, and with the interest did then amount to 82*l.* 2*s.*; and reciting, that the said John Agard, John Seale, John Buxton, and Thomas Grace, thought fit and had agreed that 52*l.* 2*s.*, part of the said 82*l.* 2*s.*, should be applied for the benefit of the poor inhabitants of Markeaton aforesaid only, as their share of the said legacy; and that 30*l.*, being the residue of the said 82*l.* 2*s.*, should be applied for the benefit of the poor of Mackworth aforesaid only, as their share of the said legacy; and that the said 52*l.* 2*s.* should be laid out in purchasing from the said John and Millicent Agard the two closes thereinafter mentioned, to be settled for the benefit of the poor inhabitants of Markeaton; and that the said 30*l.* should be laid out as soon as might be in purchasing Stanley's Charity.

Mackworth.

Stanley's Charity.
continued.

purchasing lands, or a yearly rent of as great a value as could be gotten, to be settled for the use of the poor inhabitants of Mackworth, and until such purchase the interest of the said 30*l.* to be applied for the like use of the said poor inhabitants of Mackworth; it was witnessed, that in consideration of the premises, and towards the performance of the said agreement, and in consideration of 50*l.*, part of the aforesaid 52*l.* 2*s.* paid to the said John Agard, and of 2*l.* 2*s.* residue thereof, paid to the said Millicent Agard, the said John and Millicent Agard granted to the said John Searle, John Buxton, and Thomas Grace, and their heirs, two closes, called the Coat Nook Close, and the Little Parcel Close, containing together by estimation two acres, lying in Markeaton, upon trust, that they and their heirs should dispose of the rents and profits of the said closes for the use and benefit of the poor inhabitants of Markeaton only, in such manner as they and the survivors, and the heirs of the survivor, should think fitting, with a proviso, that from time to time when any two of the trustees should die, the survivors should convey the said closes to so many discreet and sufficient persons as should with them make up the number of four trustees, upon the like trusts; and it was further witnessed, that in further performance of the trust reposed in the said John Agard, John Seale, John Buxton, and Thomas Grace, by the said will, they granted and assigned unto the said John Bennett the elder, John Bennett the younger, John Moore, and David Ambrose, and their executors and administrators, the said sum of 30*l.*, upon trust, that they should lay out the said sum in purchasing lands, or a yearly rent of as great a value as could be gotten for the same, to be settled so as that the rents and profits thereof should yearly be applied for the use and benefit of the poor inhabitants of Mackworth, and until such purchase should be made, should apply the interest of the said 30*l.* to the like use and benefit of the said poor inhabitants of Mackworth.

By Indentures of Lease and Release, bearing date respectively 28th and 29th September 1762, between Francis Noel Clarke Mundy, esq. of the one part, and John Bennett, of Mackworth, of the other part, reciting the above abstracted indenture of release as far as regarded the said sum of 30*l.*, and that all the trustees of the said 30*l.* were dead, except the said John Bennett the younger, party thereto; and that he had agreed with the said Francis Noel Clarke Mundy for the purchase of the land thereafter mentioned for the price of 40*l.*; it was witnessed, that in consideration of the sum of 40*l.* the said Francis Noel Clarke Mundy granted to the said John Bennett and his heirs a piece of land, being five lands, containing by estimation 2*A.* 0*r.* 36*p.* lying in a common field in the parish of Mackworth, called Bowbridge Field, in a place called Garrowsitch Furlong, abutting on the turnpike-road leading from Derby to Ashborne, north, and on Garrowell Brook, south, upon trust to dispose of the rents and profits of the said premises for the use and benefit of the poor inhabitants of Mackworth, in such manner as the said John Bennett and his heirs should think fitting.

It does not appear how the portion of Mr. Stanley's legacy appropriated to the parish of Mackworth was raised from 30*l.*, the amount mentioned in the deed of 1724, to 40*l.*, but the increase probably took place from an accumulation of interest.

No appointments of new trustees appear to have taken place since the respective purchases of the above-mentioned lands were made, but it seems desirable that new trustees should be appointed for each place, and that the respective lands should be conveyed by the heir of the survivor of the trustees to whom the Markeaton land was conveyed in 1724, and by the heir of John Bennett, to whom the Mackworth land was conveyed in 1762.

The two closes belonging to Markeaton now form one field, in the occupation of John Allen as yearly tenant, at a good rent of 5*l.* per annum, which is received by the churchwarden of Markeaton.

The Mackworth land now consists of one field called the Poors Land, which is in the occupation of James Colborne, as yearly tenant, at a good rent of 6*l.* per annum.

This rent is received by the churchwarden of Mackworth.

The mode of distributing these respective sums has been stated in the above account of Crowshaw's charity.

POLE'S CHARITY.

The particulars of this donation for the benefit of Mackworth and the township of Markeaton in this parish will be found fully detailed in our account of the charities of the parish of Radbourn, in the preceding part of this Report.

Mackworth.

Pole's Charity.

PARISH OF MICKLEOVER.

WADE'S CHARITY.

Thomas Wade, by his Will in 1678, gave to the poor of the parish of Mickleover 12s. a year, to be paid by his executor or his successor on St. Thomas's-day every year, or within 14 days after.

Mickleover.

Wade's Charity.

In respect of this charity Mr. George Wade, the owner of a farm in this parish, now distributes 12s. annually on St. Thomas's-day to the poor widows and others of Mickleover, in sums of 6d. each.

HARPUR'S CHARITY.

In the Parliamentary Returns of 1786 it is stated that *Joyce Harpur*, by her Will, gave land to poor widows of Mickleover, then vested in Mrs. Fowler, and producing 5s. per annum.

Harpur's Charity.

An annual sum of 5s. is now paid as a rentcharge, and distributed about Christmas to widows and other poor persons of Mickleover in sums of 6d. to each by the tenant of land belonging to Mrs. Elizabeth Fowler, the widow of Mr. William Tancred Fowler, whose mother is supposed to have been the person mentioned in the returns of 1786.

POORS MONEY.

There is a sum of 60*l.* belonging to the poor of Mickleover, secured by a promissory note, dated 26th April 1819, of Paul Spencer, senior, a land-owner in this parish, and Paul Spencer, junior, his son, payable with interest to the overseers of the poor of Mickleover.

Poors Money.

A part of this sum, to the amount of 20*l.* appears to have been given by *Robert Newton*, and to have been formerly lent on bond to William Fowler and Abraham Hurst; in the returns of 1786 *William Botham* is mentioned as the donor from whom the remaining 40*l.* was derived.

The interest on the promissory note at five per cent, being 3*l.* per annum, is paid to the overseer of the poor, and distributed by him, but not at any fixed time of the year.

At the time of our investigation (August 1826) Mr. Thomas Ordish the overseer had in his hands 2*l.* being part of the year's interest due in the April preceding, the remaining 1*l.* thereof having been given to the poor at the time of the last distribution of wheat and money in respect of Newton's charity hereinafter mentioned, which sum of 2*l.* Mr. Ordish proposed to retain on account of the smallness of its amount, until another year's interest should be paid in April 1827, and then distribute the whole together.

NEWTON'S CHARITIES.

Robert Newton, esquire, by his Will, bearing date 19th March 1784, and proved in the Prerogative Court of Canterbury in 1789, gave to Samuel Shore and John Leaper, and the executors of the said John Leaper, 200*l.* in trust, to put the same out at interest, and to apply the produce thereof to the old and infirm poor of the parish of Mickleover on 4th November yearly, the first year in money, and the next year in clothes, and so on alternately for ever. He also gave to Wingfield Wildman and the said John Leaper, and the survivor of them, and the executors of such survivor, 200*l.* in trust, to put the same out at interest, and to apply the produce thereof to and for the use of a school at Mickleover for the same purposes and upon the same conditions as he had before expressed in his will relative to a school at Norton, which purposes were to teach poor children to read and write, and that the schoolmaster should attend to their morals.

Newton's Charities.

Mr. John Leaper, one of the trustees named in this donor's will, took the name of Newton, and having survived Mr. Wingfield Wildman, gave by his will all his trusts to his second son Mr. William Newton, of Derby; and the

Mickleover.

Newton's Charity,
continued.

two above-mentioned sums, of 200*l.* each, are now in the hands of that gentleman, who pays 9*l.* per annum as the interest of each of them at 4½ per cent.

The distribution of the interest of the first-mentioned 200*l.* is made under the directions of Mr. Richard Leaper, of Derby, the uncle of Mr. William Newton, on his behalf. Every second year, six coats and six gowns are provided by Mr. Leaper, and are by his desire distributed by Mr. Thomas Ordish and Mr. John Gregory, both of Mickleover, amongst poor men and women considered by them the most proper objects. In the alternate years distributions, are made by the same persons to the poor, partly in wheat, and partly in money, to provide for which the sum of 9*l.* being the amount of the interest, is usually paid by Mr. Leaper on Mr. Newton's account, but the amount of the last-mentioned distributions has occasionally been less than 9*l.* in consequence of the cost of the coats and gowns in the preceding year having exceeded that sum.

All the above-mentioned distributions have been confined to the poor inhabitants of Mickleover only, not including those of the chapelries of Findern and Littleover, which are in this parish.

Mr. Leaper also pays on Mr. Newton's account 9*l.* per annum, the interest of the 200*l.* last mentioned in the will, to a schoolmaster of Mickleover, who in respect thereof teaches 10 children of that place to read, with other scholars, for whose instruction he is paid by their parents.

GISBORNE'S CHARITY.

Gisborne's Charity. The particulars of this charity have been stated in a preceding part of this Report in the account of the charities of the parish of Bradley.

The annual sum of 5*l.* 10*s.* is received by the vicar of this parish from the trustees, and is applied by him in the purchase of flannel and cloth, which he distributes at Christmas amongst the poor of the parish, selecting the most necessitous and deserving objects.

POLE'S CHARITY.

Pole's Charity. The particulars of this charity for apprenticing poor children of Radbourn, Mickleover, and other parishes, have been stated in the account of the charities of Radbourn in a preceding part of this Report.

CHAPELRY OF LITTLEOVER.

POORS LAND.

Littleover.

Poors Land.

There are two fields within this chapelry which are understood to have been given for the benefit of the poor, but by whom, and at what period, is unknown.

In the Parliamentary Returns of 1786 it is stated that land of the yearly value of 4*l.* was then vested in Bache Heathcote, for the poor of Littleover not receiving relief, which was supposed to have been given by Mrs. Joyce.

One of the fields, containing about two acres, is in the occupation of James Ratcliff, as yearly tenant, at the rent of 7*l.*, and the other, containing rather more than two acres, is in the occupation of Joseph Payne, as yearly tenant, at the rent of 6*l.* per annum. These fields were let by the late Bache Heathcote, esquire, and the rents were received by him to the time of his death in January 1826, and were, as we are informed, distributed by him at his house on Christmas-day amongst the poor, selecting the most necessitous and most deserving. Cockshutt Heathcote, esquire, his son, states that he has not found amongst his father's papers any account of these distributions, nor can he give any information as to the person by whom the charity was given, or in what manner the trust devolved upon his father; but he proposes to continue the distribution in the same manner as it has been hitherto made.

A part of another field in Littleover was mentioned to us as being supposed to belong to the poor, but we have met with no evidence of its having been so appropriated.

TOWNSHIP OF FINDERN.

SCHOOL.

Findern.

School.

John Allsop, by his Will, bearing date 9th February 1714, gave all his lands and tenements situate in Skirbeck Quarter, in the parish of Skirbeck, in the county of Lincoln, to his wife, Sarah, for life, and after her decease to his son, John Allsop, and his heirs, provided, that if he should die under the age of 21, and

and without issue, the said lands and premises should be to the use and behoof of the maintenance of a schoolmaster to teach the children, males and females, of such poor people inhabiting within the several parishes, towns, or hamlets known by the names of Findern, Willington, and Stenson, in the county of Derby, as should not be worth, in lands or goods, above the clear value of 20*l*. in the useful parts of learning, viz. reading English perfectly and the Bible, and to write a fair and legible hand, and the male children to be instructed in the five first rules of arithmetic; the choice of which schoolmaster, and the receiving of the rents, taking care of the lands and tenements, and paying the said master, should be intrusted to the churchwardens and overseers of the poor of the places before mentioned for ever, without power to alienate or convert the same to any other use; and after giving some specific legacies, he directed that all the residue of his goods and chattels should be sold by his executrix and trustees, and that the net proceeds thereof, after the payment of his debts and funeral expenses, should be laid out in land not having any building upon it, to the uses to which his lands in Skirbeck Quarter were before limited and appointed.

Findern.

School.

It does not appear that any land was purchased for the benefit of the charity with the residue of the testator's personal estate.

The property in Skirbeck Quarter consists of a small thatched cottage, with outbuildings, near the town of Boston, with two closes of good pasture adjoining thereto, containing 12*A*. 3*R*. 17*P*., and an allotment of land in the fen at a distance of above a mile from the rest of the property, containing 5*A*. 1*R*. 32*P*.

These premises are let to Mary Hobster, as yearly tenant, at the rent of 50*l*., to which it was lowered in 1823, at the request of the tenant, from 55*l*.

As the churchwardens and overseers of Findern, Willington, and Stenson had no personal knowledge of the state of these premises, or of the value of them, we obtained the above particulars of them from a gentleman residing at Boston and conversant with the letting of land in the neighbourhood; and as to the value thereof, he informs us that the two closes of pasture might be let at an increased price if divided into two lots, the land being valuable on account of its situation near the town; that the fen-lands have been ploughed a great number of years, and are capable of much improvement; and that if well laid down in pasture they would let, separately from the rest of the property, at an increased rent, but that if all the lands are let together to one person they might be let to a respectable tenant at 60*l*. a year.

It seems that some steps ought to be taken for letting this land in the most advantageous manner.

The rent is transmitted, without any deduction except for postage, and stamps, to the churchwardens and overseers of the different places above mentioned, and paid over to a schoolmaster, who is appointed by them, and keeps a school in a house in Findern, which he provides for the purpose.

All the poor children, boys and girls, of the places above mentioned, are admitted, and taught reading, writing and arithmetic, without any charge except for books and stationery. The number of free scholars varies, according to the time of year, from 20 to 60, and the master takes a few other children of a higher class, for whose instruction he is paid.

The churchwardens and overseers never meet on the affairs of the charity except when called together to appoint a master, or for some other particular purpose.

The schoolmaster also receives 12*s*. per annum from the following charity.

ERPE'S CHARITY.

John Erpe (who died September 4th, 1712,) devised that part of his close called Lesser Crow Nest, in Findern, from the Middle Hedge to Findern Hays north-eastward, which he had purchased of Philip Hopkin, George Porter, and Jonathan Hopkin, for the use of his son, John Erpe, and his heirs, to pay forth of the same the yearly rent of 20*s*. at Michaelmas and Lady-day to the overseers of the poor of Findern, to be laid out, at the discretion of his said son and his heirs, and the churchwardens and overseers of Findern, or the major part of them, in manner following; viz. 12*s*. for schooling and educating some poor children, and 8*s*. in buying poor families religious books for the parents or children to read or learn in; and in case his said son or his heirs should neglect to pay the said yearly rent, he gave to the churchwarden and overseers aforesaid for the time being power to enter and take the whole yearly rent or value of

Erpe's Charity.

Findern.

Erpe's Charity,
continued.

the said land, and dispose of two third parts thereof in schooling and educating poor children, and the other third part in buying religious books.

The yearly sum of 20s. is paid by John Erpe, the grandson of the donor, in respect of a close in Findern, still called the Crow Nest, containing about seven acres. Of this sum 12s. is paid to the master of the school above mentioned, and the remaining 8s. is laid out in providing books, which are given to poor families, the name of the donor being first written in each book.

DONOR UNKNOWN.

Donor Unknown.

There is an acre of land in Findern, which for a very long period has been let by the overseers, and the rents of which have been distributed in bread to the poor. It is not known by whom the land was given. It is now in the occupation of Sarah Ambrose, a widow, who is nearly 90 years of age, at the rent of 17., having been in the same family for 50 years, and for a great length of time at the same rent of 20s., to which it was raised from 10s. The land is stated to be worth 37. a year, and it is proposed on the death of the present tenant to let it to the highest bidder.

The rent has hitherto been distributed amongst the poor of Findern, at the baker's, in shilling and sixpenny loaves by the overseer, at Christmas and Midsummer.

PARISH OF MORLEY.

ALMSHOUSES.

Morley.

Alms-houses.

There are in this parish some almshouses, supposed to have been founded by *Jacinth Sacheverell*, who, as it is stated in the parish register, died in London in 1656, but we have not been able to find any copy of his will, or any other authentic document relating to the foundation thereof.

On a tablet in the church the following account is given of this charity.

"Six hospital houses, given by *Jacinth Sacheverell*, esq. and 57. a year to each house, to be paid quarterly, half to Morley and half to Smalley, issuing out of land lying at Raunson, in the county of Leicester, and 57. a year issuing out of the same land, half to the poor of Morley and half to the poor of Smalley, now in the occupation of *Leonard Fosbrook*, esq. to be paid by 12s. 6d. per quarter to each."

The almshouses consist of six dwellings under one roof, each containing two rooms, and there are small gardens in front; the buildings are in good condition, having been repaired about eight years ago. Three of the almshouses are appropriated to the township of Morley, and three to the township of Smalley; and three almsmen are appointed from each township, the Morley almsmen are nominated by the rector and churchwardens, and those for Smalley by *John Radford*, esq. of Smalley. The persons usually selected are such as are of an advanced age, and have supported themselves without parochial assistance.

The annual sum of 307. is paid by *Leonard Fosbrooke*, esq. of Shardlow, as the owner of the land at Raunson, which in the tablet in the church is mentioned as being charged with the payment. Of this sum 27. 10s. is paid every half year by the churchwardens to each of the Morley almsmen, and the same sum in like manner by *Mr. Radford* to each of the Smalley almsmen.

Of the persons who now receive the allowance above mentioned, two only are resident in the almshouses, those two having been appointed from Morley.

The Morley almshouse now vacant is let at 27. a year, and the rent has hitherto been applied in defraying the expenses which were incurred in putting the Morley houses into good repair.

The churchwarden had at the time of our inquiry, August 1826, 17. remaining in his hands after payment of all those expenses.

The Smalley almshouses have been unoccupied by the almsmen for many years, and are held by the overseers of Morley for the use of parish paupers; the overseers now pay a rent of 27. a year for each tenement. Until within the last three or four years this was applied in defraying the expenses incurred in repairing

repairing the Smalley almshouses, but latterly the rent has been paid to the overseers of Smalley.

One of the Smalley almsmen having lately given notice that he would take possession of his house, the pauper then occupying it had at the time of our inquiry been removed.

It appears to us, that the almsmen who may be appointed in future to these almshouses should be persons to whom the residence is an object as well as the pecuniary allowance, and that no person ought hereafter to be permitted to hold the situation of almsman unless he resides in his house.

The application of the last moiety of the sum of 5*l.* per annum, stated to have been given to the poor by Jacinth Sacheverell will be found amongst the other charities distributed to the poor of the respective townships of Morley and Smalley.

Morley
Almshouses,
continued

TOWNSHIP OF MORLEY.

CHARITIES OF MAPPLES AND OTHERS.

In an old register of this parish there is a memorandum, dated 1674, which, after stating the burial of John Mapples, mentions that the said *John Mapples* gave 12*l.*, that *William Potter* gave 10*l.*, and *Widow Dakin* 5*l.*; which sums were then secured by a bond of Richard Richardson; and a note in the Parliamentary Returns of 1786 mentions these donations as having been laid out in the purchase of land called the Poors Land about 1702, and adds, that the title-deeds were burnt in the parsonage-house about the year 1739.

In an old parish-book there is a copy of a lease, bearing date 1st July 1702, whereby the Rev. William Wilson, the then rector, and Thomas James, overseer, in consideration of the costs Mary Hibbert had been at in improving a close or parcel of land in the parish of Spondon, known by the name of the King's Corner, formerly let by Henry Gilbert, of Locko, to John Hibbert, husband of the said Mary, and lately sold by him and Henry Gilbert his son to the said William Wilson and Thomas James for the use of the poor of Morley; and in consideration of 4*l.*, demised the said close to the said Mary Hibbert for 99 years, determinable on the death of herself and her son and daughter, at the yearly rent of 32*s.*, payable to the said rectors and overseers of the poor for the time being.

Upon the Morley Inclosure, under an Act of Parliament passed in 1784, the land above mentioned, which is described as containing 4½ acres, was exchanged with Richard Lowe, esq. for two fields at Morley Lime, containing nearly eight acres; this is stated to have been an advantageous exchange for the charity.

The rector of Morley and the churchwardens are considered as the trustees for these lands. The two fields were previously to 1825 let at 7*l.* 6*s.* per annum; they are now in the occupation of Robert Stansby, one of the churchwardens under an agreement made in 1825, a note of which is entered in the book containing the accounts of the charities to the poor of Morley, to the following effect:

At a vestry meeting holden at Morley 17th February 1825, the said Robert Stansby, being then churchwarden, and John Lacey, one of the overseers of the poor, agreed to let to the said Robert Stansby two closes lying upon Morley Lime, containing eight acres, called the Poors Land, on condition that he should pay 12*l.* 12*s.* per annum; the said Robert Stansby agreeing to make all payments out of the land, and at the expiration of 14 years to deliver up the said land to the rector and churchwarden. This entry is signed by the said Robert Stansby and John Lacey, and witnessed by three of the parishioners; and the rector, though not present, is stated to have concurred in the letting.

The sum above mentioned appears to be a fair rent; the letting was by open bidding, at which Robert Stansby was the highest bidder, having offered 1*l.* 11*s.* 6*d.* per acre, taking the quantity as eight acres. The former occupier had at a previous meeting offered 1*l.* 16*s.* per acre, but he afterwards declined taking the land.

The rent is disposed of, with other charities for the poor, as hereafter mentioned.

CHARITIES OF JAMES AND OTHERS.

The following benefactions are recorded on different tablets in the church:

Morley.
Charities of
Mapples & others.

Charities of James
and others.

Morley.

Charities of
James and others,
continued.

"Edward James, in his Will, left 20s. a year; 10s. to Morley, and 10s. to Smalley, to be paid out of an estate by Ockbrook, due the 17th day of November."

This yearly sum of 20s. is now paid in respect of this charity out of a farm on Ockbrook Moor, the property of William Drury Lowe, esq.

"Katherine Hibbert, in her Will, left 10s. a year out of a house in the Willows, in Nuns Green, Derby, in the occupation of Richard Soane, to be dealt on Good-Friday."

This yearly sum of 10s. is collected from Mrs. Longden, ——— Richards, and Sampson Strong, the owners of three several houses in the Willow Row, Nuns Green, Derby.

"Lady Sleigh, in her Will, left 10l. to the poor of Morley, the use of it to be paid yearly, now in the town-stock."

"Samuel Hibbert, in his Will, left 5l. to the poor of Morley for ever, the use to be paid yearly the 21st of December."

The two sums last above mentioned were probably applied to some parochial purposes, 12s. per annum having been paid as the interest thereof out of the poor's rates, at least from the year 1791.

"Dame Goodale's dole, 20s. a year, to be paid out of Morley estate, one half to Morley, and the other to Smalley, to be dealt on the 16th day of May."

It is supposed that this donor was Dame Goditha Statham. The yearly sum of 20s. is now paid by E. S. Sitwell, esq. in respect of the moiety of an estate at Morley, which at the time of the inclosure about 1784 was allotted to him, subject to this charge.

"Michael Abbot, in his Will, left 20l. to the poor of Morley for ever, the use to be paid yearly the 4th day of August."

This sum of 20l. is in the Derby Savings Bank, where it was deposited in 1819. Since 1823 the interest has not been called for, and it has been permitted to accumulate.

The yearly sum of 5l. already mentioned as having been given by Jacinth Sacheverell the founder of the almshouses, one moiety thereof to the poor of Morley, and the other to the poor of Smalley, is paid by Leonard Fosbrooke, esq. in respect of his lands at Raunson.

The following is a summary of the produce of the several charities above mentioned applicable for the benefit of the poor of the township of Morley :

	£.	s.	d.
Charities of Mapples and others, rent - - -	12	12	-
James's Gift, the moiety given to Morley - - -	-	10	-
Catherine Hibbert's - - - - -	-	10	-
Lady Sleigh's - - - - -	-	12	-
Samuel Hibbert's - - - - -	-	10	-
Dame Goodale's dole—one moiety thereof - -	-	10	-
Sacheverell's gift - - ditto - - - - -	2	10	-
£.	17	4	-

The produce of these charities is carried to one fund, and an addition is generally made thereto out of the money collected at the sacrament. The whole amount, after a deduction of 5s. paid for keeping the accounts, is distributed under the direction of the rector or his curate and the churchwardens, on the first Sunday in the year, amongst the poor of the township of Morley, in sums usually varying from 5s. to 12s. according to the number in their respective families.

TOWNSHIP OF SMALLEY.

SCHOOL.

Smalley.

School.

By Indentures of Lease and Release, bearing date 19th and 20th March 1712 (as appears by the recital thereof in a subsequent indenture of release made on the appointment of new trustees, and bearing date 17th June 1784) between John Richardson and Samuel Richardson of the one part, and William Woolley and 10 others of the other part, the said John and Samuel Richardson conveyed to the said William Woolley and others and their heirs a messuage or tenement in Horsley Woodhouse, and the several closes called Naylor's Croft, the Kitchen Close, the Bingham Close, the Cotchett alias Gorsey Close, the Windmill Close, the Wood Field, and the Kirkham Close, which

which closes were situate in Horsley Woodhouse and Kilburne; and also all tithes, both small and great, yearly arising in or upon the said premises, and all other lands and tenements purchased by them the said John and Samuel Richardson of William and Charles Cock in Horsley Woodhouse and Kilburne aforesaid, to the use of the said John and Samuel Richardson for the term of their lives, and the life of the survivor of them, and after the decease of such survivor upon trust, that the said William Woolley and others should purchase a piece of land in or near Smalley, whereon to place a school-house to be settled and appropriated for ever for a school-house and school there, and build thereon a school-house of such form and in such manner as they the said trustees should think fit; and to the intent that after such school-house should be built, the said trustees should yearly out of the rents and profits of the said messuage, lands, tithes and premises, raise the yearly sum of 10*l.*, to be paid at Lady-day or Michaelmas to such person as for the time being should in manner therein-after expressed be appointed to be the master of the said school, for his care and pains in teaching and instructing in the said school the 12 poor boys therein-after mentioned, to read, write, cast accounts, or in the rules of grammar or other school learning; and that they should pay to 12 poor boys to be nominated and appointed to be scholars and pensioners of the said school after the rate of 8*d.* per week a-piece for every week they should respectively come to and be taught in the said school, the same being to buy them books and other necessaries, to be paid unto them severally at the end of every 13 weeks, and that they should also out of the said rents and profits well and sufficiently repair and maintain the school-house; and upon further trust, that they should yearly dispose of the residue of the said rents and profits in manner following, viz.: one third part thereof to the schoolmaster for the time being, and the other two third parts to and amongst the 12 poor scholars-pensioners, to be equally divided amongst them; and it was declared and agreed that the four daughters of the said Samuel Richardson therein named, and the survivors and survivor of them, or, if all of them should be dead, the heirs of the said John and Samuel Richardson, should within one month next after the said school-house should be built and finished, appoint an honest, virtuous and sober man to be the schoolmaster of the said school, and also 12 poor boys (so many of such 12 poor boys as he she or they should think fit, not exceeding the number of seven, to be of Smalley, and the rest of Heanor and Horsley Woodhouse) to be scholars and pensioners of the said school, and to be taught and instructed in the said school-house by the said master for the time being in manner aforesaid; and that after the death of the said four daughters, whenever the place of schoolmaster, or of any scholar-pensioner should be void, the heirs of the said John and Samuel Richardson should nominate another fit person in every such place (appointing into every place of such scholar-pensioner of the said school so becoming void one poor boy of Smalley, in case there should be any such there whom they should esteem fit, and the poor boys of Smalley, then scholars-pensioners of the said school should not be then in all seven in number, or otherwise one poor boy of Heanor or Horsley Woodhouse aforesaid); that no poor boy should continue scholar-pensioner of the said school for above the space of seven years; and that they should be removable from their places at the will and pleasure of the heirs of the said John and Samuel Richardson; and that, if the heirs of the said John and Samuel Richardson should not elect and choose a fit person in manner aforesaid into every such place of schoolmaster and scholar-pensioner, so becoming void, within 10 weeks after they should have notice thereof from the trustees, under their hands, the said trustees for the time being should elect a fit person into every such place that should be so void according to the direction thereinbefore contained; and it was provided, that when seven of the said trustees should be dead the survivors should, at the costs and charges of the inhabitants of Smalley, Heanor, and Horsley Woodhouse, convey the said premises to as many other persons and their heirs as with the said survivors should make up the number of 11 trustees, upon the like trusts, and so from time to time whenever seven of the trustees should be dead.

By Indentures of Lease and Release, bearing date 16th and 17th June 1784, (from the recitals in which the above abstract of the foundation-deed is taken,) the Rev. John Wood, William Hunter, Thomas Vickars Hunter, Joseph Bag-galey Bradshaw, and John Radford the elder, (being the then surviving trustees) conveyed the premises mentioned in the deeds above abstracted to the use of

Smalley.

School,
continued.

Smalley.

School,
continued.

themselves and of Edward Miller Mundy, of Shipley, the Rev. Robert Wilmot, John Radford the younger, Hugh Wood, Francis Radford, and Samuel Crompton, and their heirs, upon the same trusts; and it was thereby further declared, that the said trustees should not at any time do any act whereby the said premises, or any part thereof, should be conveyed or transferred to any other use, except the demising the same to any person or persons in possession, and not in reversion, for the term of 21 years or under, or for one, two, or three lives, or any number of years determinable on one, two, or three lives, at the best yearly rents to be reasonably had for the same, without fine.

Of the trustees above named, John Radford, esq. of Smalley, described in the deed as John Radford the younger, is the only survivor. A conveyance to new trustees has been lately prepared, by which John Radford, now the younger, Alexander Radford, Thomas Radford, Edward Mundy the elder, Miller Edward Miller Mundy the younger, Alfred Miller Mundy, the Rev. William Sitwell, rector of Morley, John Sitwell, Henry Sacheverell Wilmot, and the Rev. Richard Coke Wilmot, are appointed the new trustees.

The property comprised in the deeds above mentioned is situate in Horsley Woodhouse, in the parish of Horsley; it consists of

1. A farm-house with a yard and orchard, and seven closes, containing in the whole 28A. 3R. 1P., now in the occupation of Christopher Woodhouse, at the rent of 36*l*.

2. A house and four closes, containing in the whole 17A. 0R. 30P. in the occupation of Francis Hawley, at the rent of 25*l*. This house was built about the year 1805, and the sum of 81*l*. 15*s*. was applied out of the funds of the charity to that purpose.

3. Two closes, containing 14A. 3R. 9P., let to Samuel Richardson, at the rent of 20*l*.

4. A close, containing 4A. 0R. 15P., let to William Aldred, at the rent of 7*l*.

All the tenants hold from year to year, and the premises appear to be let at fair rents.

5. There is also a school and dwelling-house under the same roof, on which there is an inscription, stating that they were erected by the above-mentioned John and Samuel Richardson in 1721. These premises, with a garden adjoining, are in the occupation of the schoolmaster, who has been lately required by John Radford, esq. to reside there.

The letting of the property and all matters connected with the charity have until lately been under the management of John Radford, the elder, esquire, who is the sole surviving trustee under the deed of 1784, and is also descended from one of the daughters of the said Samuel Richardson; but in June 1826 he gave up the accounts, and the superintendence of the school and the appointment of the scholars, to his son, John Radford, junior, esquire.

Out of the rents, now amounting to 88*l*. per annum, there is paid to a schoolmaster a salary of 34*l*. 6*l*. having been added a few years ago on account of his teaching a Sunday-school.

For this sum he instructs, without any charge, in reading, writing and accounts, 14 boys of the township of Smalley, 8 of Heanor, and 6 of Horsley Woodhouse, making in the whole 28 boys; the number has been increased from time to time as the income of the charity has been advanced. It appears, however, that if the number is continued at 28, it would be more conformable to the original foundation if 16 were appointed from Smalley, and 12 from Heanor and Horsley Woodhouse.

In the appointment of the scholars Mr. Radford has selected such as he has thought the most proper objects of charity from his own personal knowledge, or as have been sufficiently recommended by other persons acquainted with them. The boys are chosen about the age of seven or eight, and are allowed to stay in the school five years, the period of their continuance being limited by the founders to seven years. Each of these scholars receives a pension of 1*l*. 16*s*. per annum; these payments are not made with reference to the number of weeks each boy attends, but they receive 9*s*. each every quarter-day; and if it appears that any boy has absented himself without excuse he is dismissed. The amount of the pensions, as well as the number of scholars and the schoolmaster's salary, have been increased from time to time according to the improvement of the income.

In

In 1801, 18 boys received 1*l.* 12*s.* per annum each, and a salary of 16*l.* was paid to the master. The master's salary, and the number of scholars and their allowances were increased to the present amount in 1807. The pensions have been paid in the presence of Mr. Radford or his son on the quarter-days, when the tenants, all of whom pay their rents quarterly, attend at the school for that purpose.

The regular annual expenditure at the present time according to the preceding statement, including 50*l.* 8*s.*, being the amount of the scholars pensions, is 84*l.* 8*s.* per annum.

Smalley.
School,
continued.

The following casual expenses have been incurred in the last six years :

Rewards to Sunday-scholars - - - - -	£.2	9	1
Repairs of the school and schoolmaster's house - - - - -	9	15	5

In June 1826, when Mr. Radford gave up the accounts to his son, there was a balance in his hands amounting to 26*l.* 12*s.* 6*d.*, part of which will be required for the payment of the expenses of the trust-deed now in preparation.

RICHARDSON'S CHARITY.

Samuel Richardson, by his Will, bearing date 12th October 1711, and proved at Lichfield in 1719, gave to his executors, his brother John Richardson, and his daughters, Mary Wilson, Martha Hieron, Catherine Richardson, and Elizabeth Richardson, 400*l.* in trust, to dispose of the same in purchasing lands, tenements, hereditaments, or rents, of as great a yearly value as could be got for the same, which he directed should be settled in such manner as that all the rents and profits should yearly, for ever, be paid and equally divided on the Feasts of Christmas, Lady-day, St. John the Baptist, and Michaelmas, by equal portions, amongst 10 such poor persons, colliers, disabled or infirm by accidents, old age, or otherwise, and inhabitants for the time being in Smalley, or in Horsley Woodhouse, Heanor, or Mapperley, as his executors, or the survivors or survivor of them during their lives, and after the decease of the survivor, as his right heirs should from time to time for ever appoint ; and he directed that no such poor colliers inhabiting in the three last-mentioned places should be sharers of the said profits, when or so long as there should be the number of 10 such poor colliers inhabiting in Smalley, and that no more such colliers of the said three places should be appointed sharers of the said profits than only so many as to supply any deficiency of the said number that could not be supplied out of the inhabitants of Smalley ; and that, if there should happen not to be the number of 10 such poor colliers inhabitants in any of the said four before-mentioned places, then the said number of 10 colliers should be made up out of other poor persons inhabiting only in Smalley, as his executors and the survivor, and after the death of the survivor, his right heirs, should from time to time appoint.

Richardson's
Charity.

By Indentures of Lease and Release, bearing date 11th and 12th May 1732, between John Parlby and Sarah his wife, of the one part, and John Wilson and Mary his wife, John Hieron and Martha his wife, Robert Fletcher and Catherine his wife, described in the testator's will as Catherine Richardson, and William Richardson and Elizabeth his wife, of the other part, (John Richardson, the remaining executor, being then dead,) reciting that the said executors had from the decease of the said Samuel Richardson distributed the interest of the said 400*l.* according to the directions of the said will, no convenient purchase of land having before that time come within their notice whereon the said 400*l.* could be laid out, the said John Parlby and Sarah his wife, in consideration of the said sum of 400*l.*, conveyed to the said parties of the second part, and their heirs, a messuage, farm or tenement, with six closes in Horsley Woodhouse, in the parish of Horsley, called Burnhurst, and the tithes of the said premises, except a parcel of ground, containing by estimation seven acres, lying on the north side of a close called the Great Back Meadow, or the Upper Close, one of the said six closes, and being then divided from the other part of that close, containing by estimation five acres, by land-marks set out for that purpose, and except a way to the parcel of land so excepted over the other part of the said close, upon trust, that they and their heirs should yearly, for ever, pay and equally divide the rents and profits of the said premises at the times and in the manner specified in the will of the said Samuel Richardson ; and it was thereby declared that a fine, levied by the said John

Smalley.
 —
 Richardson's
 Charity,
continued.

and Sarah Parlby of the said premises should enure to the uses thereinbefore declared.

It appears that no subsequent conveyance to trustees has taken place, and that the premises are now vested in John Radford, the elder, esquire, and Samuel Radford, of Nottingham, as the respective heirs of two daughters who became by survivorship the co-heiresses of John Hieron and Martha his wife, the said John Hieron having survived his co-trustees.

Since the commencement of our inquiry into this charity a conveyance has been prepared, whereby it is proposed that the said John Radford, and Samuel Radford should convey the premises belonging to the charity to John Radford the younger, Alexander Radford, Edward Miller Mundy the elder, Edward Miller Mundy, the younger, esquires, the Rev. William Sitwell, and Charles John Sitwell, esquire, upon the trusts declared in the will of the said Samuel Richardson, with directions that whenever the number of trustees should be reduced to three the survivors should appoint others in their place, and convey the said premises accordingly; and for the purpose of obviating any difficulty which may arise as to the right of nomination of the poor colliers, it is intended that such right of nomination should be vested in the trustees for the estate for the time being.

The property belonging to this charity is situate at Burnhurst, in the township of Horsley Woodhouse, and consists of a farm-house and outbuildings, with a yard, garden, orchard, and croft, containing 3A. 0R. 20P., and six closes of land, containing 24A. 3R. 20P., now in the occupation of George Eley, as yearly tenant, at 40*l.* a year, which appears to be a fair rent.

From about the year 1781 to June 1826, John Radford, the elder, esquire, has acted as the sole trustee of this charity, having been assisted in the receipt and distribution of the rents since 1813 by his son, John Radford, the younger, esq. to whom, in June 1826, he gave up the management of the charity.

It appears from the accounts, that from 1732 to 1789 the rent was 16*l.* per annum, subject to a deduction of 1*l.* 8*s.* for land-tax, and during this period the income was divided equally amongst 10 poor colliers, each of whom received 7*s.* 3½*d.* a quarter, leaving a balance of 1*l.* a quarter only undisposed of. In 1789 the rent was raised to 21*l.* without any deduction; and 12 poor colliers were then appointed to receive 8*s.* a quarter each, leaving a balance of 9*s.* a quarter, or 1*l.* 16*s.* per annum. In 1811 the rent was raised to 40*l.*, its present amount, and in that year a memorandum is entered in the book of accounts, stating that it was then proposed to name 14 colliers, and to pay them 14*s.* a quarter each, which would leave, with what was in hand, a surplus to be paid occasionally to people having accidents; and that as the will directed that the poor colliers of Smalley should have the preference, there were named for Smalley 9, for Heanor 3, and for Horsley Woodhouse 2.

From 1811 to the present time the rent has been disposed of according to the above-mentioned proposal. The quarterly payments amount to 39*l.* 4*s.* per annum, leaving 16*s.* a year to be otherwise disposed of. Sums of 10*s.* or 1*l.* have also been occasionally given from the balance in hand to colliers having suffered by accidents. The persons selected by Mr. Radford to receive the quarterly allowances are the oldest and most infirm colliers, and particular attention is paid to such as have met with accidents.

In 1788, 10*l.* was received in part payment for some timber which was cut and sold from the farm at Burnhurst, and in that year an additional distribution was made to old and infirm colliers; and in 1789, 30*l.*, the residue of the produce of such timber, was laid out in erecting a bay of building on the farm.

The balance in hand in 1791 was 7*l.* 16*s.* 5*d.*, which has gradually increased. In 1811 it amounted to 38*l.* 13*s.* 1*d.*; and at Midsummer 1826 to 44*l.* 2*s.* 6*d.*

It appears to us, that, as the testator limited his charity to 10 colliers of Smalley, having expressly declared, that if there should be that number in Smalley no person from the other places should receive any share thereof, and that no persons of such places should be appointed, except only so many as to supply any deficiency in the number of 10, when there should not be so many colliers in Smalley, the trustees ought not to appoint any other person from Heanor, or Horsley Woodhouse, in the room of those now appointed from those places; but that they should suffer the number, as deaths occur, to become

reduced

reduced to 10, and those to be of the township of Smalley, and that they should divide the whole rents amongst them in equal proportions. Smalley.

CHARITIES OF JAMES AND OTHERS.

The several yearly sums of 10*s.*, 10*s.*, and 2*l.* 10*s.* received by the overseer of the township of Smalley in respect of the charity of *Edward James*, Dame *Goodale's* dole, and *Jacinth Sacheverell's* charity, mentioned amongst the charities for the township of Morley, are distributed by him amongst the poorest families in the township at Christmas, in sums varying from 1*s.* to 2*s.* Charities of James and others.

GISBORNE'S CHARITY.

The yearly sum of 5*l.* 10*s.* received in respect of the charity of the Rev. *Francis Gisborne*, the particulars of which will be found in our Report of the charities in the parish of Bradley, is distributed to the poor by the rector, or his curate, in flannel and other clothing. Gisborne's Charity.

PARISH OF OCKBROOK.

PIGGIN'S CHARITY.

It appears from the Returns made to Parliament in 1786, that *Robert Piggm*, by his Will in 1706, gave 40*s.* per annum to the poor of this parish. Ockbrook.
 The annual sum of 40*s.* is paid to the churchwarden by Sir Robert Wilmot, of Chaddesden, bart. out of a farm in Chaddesden, called the Meadow Nook Farm (which he purchased of Ambrose Rotton, subject to this payment,) and is distributed by him in small sums amongst poor persons of the parish on Good-Friday, before the commencement of the service in the church. Piggin's Charity.

POTTER'S CHARITY.

It appears from the same Returns, that *Anne Potter*, by her Will in 1709, gave 20*s.* per annum to the poor of this parish. Potter's Charity.
 By an award of Commissioners for inclosing the common lands in this parish, under an Act passed in 1772, a dwelling-house, yard, orchard, and two crofts adjoining thereto, were allotted to William Dowman, subject to the payment of 20*s.* per annum, which had been theretofore usually paid to the poor of Ockbrook, out of a piece of meadow called the Wy Acre.
 This annual sum of 20*s.* is paid by Mr. Edward Hunt, as the owner of a house and land in Ockbrook, to the churchwarden, and is distributed by him at his house on Whit-monday amongst such poor of the parish as have not constant weekly relief, in sums of 6*d.* to each.

EDWARD JAMES'S CHARITY.

It appears from the same Returns, that *Edward James*, by his Will in 1709, gave 20*s.* per annum to the poor of this parish. Edward James's Charity.
 This annual sum is now paid by the tenant of a tenement in Ockbrook, called Bartlewood Lodge, the property of William Drury Lowe, esq. to the churchwarden, and is distributed by him on or about 17th November amongst the most necessitous poor of the parish.

WILLIAM JAMES'S CHARITY.

William James, by his Will, which was proved at Lichfield in 1732, devised a close called the Moor Close, in the parish of Ockbrook, to John Johnson and his heirs, upon trust, to pay the yearly rent thereof to the churchwarden and overseers of the poor of Ockbrook for the time being, to be distributed by them on St. James's-day yearly, for ever, amongst the poor of the said parish, or such of them, and in such manner and proportion, as the said churchwardens and overseers, or the major part of them, should think fit. William James's Charity.
 At the Inclosure of the Common Lands in this parish, a parcel of land, containing 1*A.* 3*R.* 1*P.*, was allotted to the overseers of the poor in satisfaction for the said Moor Close, which was thereby allotted by exchange to William Windley. This parcel of land, which is now called the Poors Close, is in the occupation of Robert Kerry, as yearly tenant, at the rent of four guineas per annum,
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Ockbrook.
 —
 William James's
 Charity,
continued.

annum, which is considered to be its fair value. About six years ago the rent was raised from two guineas to its present amount.

The rent is received by the churchwarden, and is distributed on St. James's-day amongst the poor of the parish, in sums of 1s. to each.

JOHNSON'S CHARITY.

Johnson's Charity. A sum of 10*l.* is stated to have been formerly given to the poor of this parish by *James Johnson*, the interest to be distributed by the churchwardens and overseers to poor widows on Christmas-day.

The annual sum of 10*s.* as the interest of this donation, which is supposed to have been appropriated to the use of the parishioners, is paid out of the poors-rate to the churchwarden, and distributed on Christmas-day amongst all the poor widows of the parish, in sums of about 9*d.* to each.

A book is kept by the churchwarden, in which a statement of the receipt and distribution of the above-mentioned charities is annually entered.

GISBORNE'S CHARITY.

Gisborne's Charity. The particulars of this charity have been already stated in this Report in our account of the charities of the parish of Bradley.

The share of it to this parish being 5*l.* 10*s.* per annum, is annually received by the vicar, and is applied by him in the purchase of woollen cloth and flannel, which he distributes, together with other clothing provided by himself, amongst all the poor of the parish, according to their necessities.

CHURCH LANDS.

Church Lands. By the award of the Commissioners under the above-mentioned Inclosure Act, a parcel of land containing 2*A.* 1*R.* 2*P.* was allotted to the churchwardens of this parish, in satisfaction of all their lands and common right in the lands intended to be inclosed, and also in satisfaction of an old inclosure theretofore belonging to the churchwardens, called Burrow Wood Close.

This allotment, now called the Church Close, together with a house called the Church House, and a small garden and orchard, containing together about half an acre, are in the tenure of William Rose as yearly tenant, at a rent of 12*l.* 12*s.* per annum, which is considered to be the fair value of the property. The house is repaired by the churchwarden, and is in good condition.

The rent is carried to the churchwarden's general account with the parish in aid of the church-rates.

No document is known to be in existence relating to these lands except the inclosure award. Gravel has been sold from the Church Close, the produce of which has been received by the churchwarden, and carried to the same account.

PARISH OF PENTRICH.

TOWNSHIP OF PENTRICH.

GISBORNE'S CHARITY.

Pentrich.
 —
 Gisborne's Charity. The particulars of this donation have been detailed in our account of the charities of the parish of Bradley.

The annual sum of 5*l.* 10*s.* received by the vicar is applied in the purchase of flannel, which is bestowed in moieties to the poor of the townships of Pentrich and of Ripley, according to a list of the most necessitous persons delivered to him by the overseers.

CHARITIES OF CHRISTIAN COUNTESS OF DEVONSHIRE, AND WILLIAM EARL OF DEVONSHIRE.

Charities of
 Christian Countess
 of Devonshire, and
 William Earl of
 Devonshire.

The statement of the particulars of these charities, which extend to various places in the county of Derby, will be included in a future Report.

The annual sum of 6*l.* is paid by Mr. Lockett, of Derby, as the agent of the Duke of Devonshire, to the churchwardens and overseers of the township, which is applied at their discretion in the apprenticing poor children of the township selected by them.

In consequence of the difficulty of procuring suitable situations for the children, the charity has not been always expended every year, and at the time of our inquiry there was a balance of 12*l.* in the hands of one of the parish-officers.

TOWNSHIP OF RIPLEY.

LUPTON'S CHARITY.

In the Returns made to Parliament in 1786 it is stated that *James Lupton*, by Will, the date of which was unknown, gave to poor widows of this township land vested in Joseph Dannah, and producing 10s. per annum.

Ripley.
Lupton's Charity.

The annual sum of 10s. has been for many years paid as a charge upon an estate in Ripley, which formerly belonged to Joseph Dannah, afterwards came to his son Samuel Dannah, and is now the property of Sarah Dannah, his widow; and it is stated to have been distributed at Christmas amongst poor widows of the township of Ripley by the successive possessors of the estate.

HUNTER'S CHARITY.

The particulars of the charity founded by *Thomas Hunter* will be found in a former part of this Report amongst the charities in the parish of Horsley.

Hunter's Charity.

The yearly sum of 2*l.* 10s. to which this township is entitled, is distributed to the poor annually by Mr. John Flint, who collects the rents for John Fletcher, junior, esquire, the only acting trustee.

PARISH OF QUARNDON.

SCHOOL.

Sir *John Curzon*, of Kedleston, by his Will, bearing date May 10th 1725, gave 20*l.* per annum for a school to be kept at Quarndon for 20 poor children of Kedleston, Quarndon, Weston, and Ravensdale Park; the master to have 16*l.* per annum, and 4*l.* to buy books, paper, pens and ink, for the children; and he gave to the schoolmaster, who, he stated, he would have in orders, 10*l.* per annum, to read prayers and to preach in Quarndon chapel; and he desired that the house Mr. Walker lived in might be made fit for a school and for a habitation for the master, and further stated that he would have a rentcharge of 30*l.* per annum issuing out of some lands in Quarndon settled for ever for the uses above mentioned; and he devised all his lands, tenements, &c. to his brother Nathaniel Curzon, for his life, and the heir male of his body, with divers remainders over.

Quarndon,
School.

It does not appear that a rent-charge of 30*l.* was ever settled upon the trusts above mentioned in pursuance of the directions of the testator, so that the estates devised to Nathaniel Curzon, the father of the first Lord Scarsdale, still remain subject to such charge.

The premises appropriated to the use of the schoolmaster consist of a good dwelling-house and garden, with a small croft and play-ground, containing altogether rather more than an acre. The house was increased by the late schoolmaster, and is capable of containing about 30 boarders.

The schoolmaster's salary of 16*l.* per annum is paid by Lord Scarsdale as a charge upon the Kedleston estate, but the yearly sum of 4*l.* given for the purchase of books and stationery for the children, has not been paid for a great many years; there seems however to be no ground for doubting the liability of the property to this payment, and we are assured on the part of Lord Scarsdale that the annual sum of 4*l.* shall for the future be disposed of according to the directions of the testator.

On account of the salary above mentioned the master takes at least 20 poor children, who are appointed by Lord Scarsdale, from Quarndon, Kedleston, and the parish of Mugginton, in which the townships of Weston and Ravensdale Park are situate, and instructs them in reading, writing and accounts, without any charge; he also takes boarders and other children who pay for their education.

The present schoolmaster is not in orders, and therefore does not receive and has no claim to the yearly sum of 10*l.* given to the master for the time being, on condition of his reading prayers and preaching in Quarndon chapel.

MUNDY'S CHARITY.

The particulars of the charity of *Adrian Mundy* in respect of which the sum of 5*l.* 2s. is paid out of a mill at Ashover, 3*l.* thereof for the minister of

Mundy's Charity.

Quarndon.

School,
continued.

Quarndon, 1*l.* for the clerk, 1*l.* for the poor, and 2*s.* for the person who distributes the same to them, will be found in a former part of this Report, under the head of Radbourn.

The sum of 1*l.* received for the poor is distributed by the overseer at Christmas, generally amongst 20 poor persons.

PARISH OF SANDIACRE.

CHARITIES OF CHARLTON AND OTHERS.

Sandiacre.

Charities of
Charlton and
others.

In the Parliamentary Returns of 1786 it is stated that *Catherine Charlton*, by her Will, in 1720, gave to the poor 60*l.* then vested in Matthew Ketley, William Bonsall, Thomas Barson, William Towle, and the town of Sandiacre, and producing 2*l.* 8*s.* per annum.

It appears also that *Elizabeth Grey*, daughter of the honourable Anchitel Grey, by her Will, bearing date 2d March 1721, gave 10*l.* to be distributed to the poor.

The only information we have been able to obtain with respect to the distribution of any charity to the poor of this parish is, that from 1739 to 1802, 10*s.* per annum was paid by the overseers as the interest of Mrs. Grey's legacy, but there is no account of any further sum being disposed of, though it is stated that some old persons remember that formerly some money was given to the poor, but by whom it was paid, or to what amount, is not known. As the payment of the interest of the 10*l.* given by Mrs. Grey was discontinued in the year 1803, it is probable that it was considered at that time that the principal sum formed part of the consideration paid for the purchase of five cottages which were conveyed by indenture of feoffment, bearing date 20th April 1803, by Samuel Miles to John Stevens and Thomas Ketley, in consideration of 36*l.* 4*s.* If the 10*l.* given by Mrs. Grey was part of the sum of 36*l.* 4*s.*; it appears that the payment of the interest ought to have been continued by the overseers who have the use of the cottages for parish paupers.

RISLEY SCHOOL.

Risley School.

This parish is entitled to the benefit of the school at Risley in the parish of Wilne, the particulars whereof will be stated amongst the charities of that parish in a subsequent part of this Report.

PARISH OF SAWLEY.

TOWNSHIP OF SAWLEY.

HOLLINGSWORTH'S CHARITY.

Sawley.

Hollingsworth's
Charity.

Thomas Hollingsworth, by his Will nuncupative, made in April 1675, and proved in the court of the Dean and Chapter of Lichfield, by Mary Hollingsworth his widow, to whom administration with the will annexed was granted on the 1st June in the same year, gave a close adjoining to Bramcote, to the poor of Long Eaton, Sawley, and Bramcote, for ever, equally to be divided.

It appears from an old churchwardens book, that in 1725 a sum of 17*s.* was distributed in small portions amongst poor persons of Sawley, under the name of Hollingsworth's Dole, and the same sum in 1726, by a Mr. Howit, as trustee, and that from 1727 to 1730, distributions were made to the same amount by the minister and churchwardens.

An annual sum of 17*s.* is now paid by Mr. Joseph Burgess of Holme Pierrepont, in Nottinghamshire, the owner of an estate at Bramcote in that county, who also pays similar annual sums to the poor of the chapelry of Long Eaton and of the parish of Bramcote.

We are informed that this estate was formerly the property of a Mr. Fox, and afterwards of Nathaniel Stubbins, esq. who left it to his nephew Mr. Burgess, and in the Parliamentary Returns made in 1786 from Long Eaton, James Fox is mentioned as the person in whom land was then vested for the use of the poor, producing 17*s.* per annum.

It appears from the donor's will that the whole profits of the close given by him (of which the only description therein given is, that it adjoins to Bramcote,) ought to be divided equally between the poor of the above-mentioned places; but for a century past the amount of the payments has remained the same.

Having

Having applied for information respecting this charity to Mr. Burgess, we have been referred by him to Mr. Enfield, of Nottingham, his solicitor, from whom we learn that he has examined the deeds of the late Mr. Stubbins, but cannot find any trace of the particular close devised by Thomas Hollingsworth's will, but that he proposes to make further inquiries of old persons living in the places entitled to partake of this donation.

If any additional light should be thrown upon this case it may be noted when an investigation takes place of the charities at Bramcote, in the county of Nottingham.

The above-mentioned annual sum of 17*s.* is paid by Mr. Burgess to the overseer of the poor of Sawley, and, with an addition of 3*s.* from the poor's-rates, is laid out in a distribution of shilling and sixpenny loaves, which is made at the baker's house who provides the bread, amongst poor persons of this township.

HACKER'S CHARITY.

Francis Hacker, by his Will, bearing date 26th August 1676, and proved in the Prerogative Court of Canterbury in 1684, bequeathed as follows: Hacker's Charity.

"*Item.*—I do give and bequeath to Sawley in Derbyshire, the town of my own and mother's nativity, the sum of 200*l.* sterling, the profits whereof I do only intrust them withal until they shall or do find out a convenient purchase to lay out the monies upon, and then at least three or four of the ablest men of the town, copyholders or freeholders, shall engage so much of their lands to make good the principal, and pay out the profits, according as I do intend; and whilst they fail I do intend to lodge the said sum in the hands of the worshipful company of Salters of London, and for the first five years they only receive 40*s.* per annum, to be distributed every Christmas to some of the poorest women and men of the said town; but after the five years ended, in which I presume a stock of 50*l.* will be raised, besides the 200*l.* principal, which I do also give unto the aforesaid town of Sawley, for a stock to buy flax, hemp or wool to make linen cloth, or to make woollen or worsted stockings, whereby the poorer sort of people, by spinning and knitting, may be kept in continual work, and receive such daily or weekly wages for their work done as may sustain them and keep them from idleness, and begging, the fruits thereof; but if the townsmen shall be so poor spirited that they will not give good security to maintain the said poors stock of 50*l.* without the least diminution of the principal from year to year, *ad infinitum*, then I do give, order and appoint the said 50*l.* to be added to the first 200*l.* to make it up 250*l.* and to be also paid in unto the aforesaid worshipful company of Salters, to it for confirmation, as is their custom, to pay the principal with the common interest, which is now 6*l.* per cent per annum; and at the end of five years, when the 50*l.* is raised, and in readiness for a stock, if the town do accept it on the terms proposed to them, then the 12*l.* interest yearly arising, I do give this to buy 10 gowns of 10*s.* a-piece price, all gray cloth, to be given yearly to 10 poor people that are least able to work, whereof six to be women and four to be men, and 10 pair of new shoes of 2*s.* a pair, and 10 pair of new woollen stockings of 18*d.* per pair, and 10 new shirts and smocks of 2*s.* a-piece, and 4*s.* 6*d.* in pit-coals to each of the ten poor people, which I think will buy a cart-load to each, if the townsmen will be so charitable to fetch them home for them; and all and every thing to be given and distributed to them every Easter or Whitsuntide; and 40*s.* per annum I do give to some poor schoolmaster or schoolmistress to teach the poorer sort of peoples children to read English without any pay for them; if the townsmen of Sawley do not accept of the 50*l.* stock, as is above proposed, then my will is it shall be added to the 200*l.* first mentioned, to make it 250*l.* principal, the profits whereof I do give as above to and for the poor of the town of Sawley in manner as is above expressed, but for the distribution of the interest of the 50*l.* if added to the 200*l.* will be 3*l.* per annum, my will then further is, every of the ten poor people shall receive 2*s.* a-piece in money every Christmas, and every Easter 2*s.* a-piece also, and shall add to their pit-coals, 2*s.* each body more, to make up the 4*s.* 6*d.* for coals, to be 6*s.* 6*d.* to each and every one of them."

By Indenture of Feoffment, bearing date 23d January 1810, between Edward Thompson and William Wallis, overseers of the poor of the parish of Sawley, of the one part, and William Parkinson, Edward Smith, William Freason, Edward Thompson the younger, John Smith, Thomas Smith, and Lewis

Sawley.

Hacker's Charity,
continued.

Taylor, and also the said Edward Thompson and William Wallis, (being nine of the principal inhabitants of the parish of Sawley,) of the other part, reciting the said bequest of Francis Hacker, and that the money bequeathed by him to the town of Sawley was laid out by the overseers of the poor thereof in the purchase of the lands thereafter mentioned, and the same were assured to certain trustees, in trust, for the use and benefit of the poor of the said parish of Sawley, for the charitable purposes by the said will declared; and that the same lands had ever since been held, and the rents and profits thereof had been received, by the overseers of the said parish for the time being, and by them applied for the charitable purposes aforesaid, or as near thereto as the alterations of the times and circumstances would admit, but that the deeds of conveyance of the said premises had been lost or mislaid; and further reciting, that the said parties of the first part were either seised and possessed of or entitled to the premises thereafter mentioned, upon the trusts expressed in the said will; and that at a vestry-meeting holden for the parish, convened by previous notice given in the parish-church, it was resolved by the inhabitants present that new trustees should be appointed, to whom the lands and hereditaments so purchased should be conveyed by the overseers of the said parish, and that the said parties thereto, being nine of the inhabitants of and residents within the said parish, and copyholders of the manor of Sawley, or freeholders in the said parish, were nominated such trustees; and a feoffment of the said lands and hereditaments was ordered to be made to them upon the trusts thereafter declared; it was witnessed, that in pursuance of the said resolutions the said parties of the first part granted and enfeoffed to the parties of the second part, and their heirs, several closes of arable, meadow, or pasture-land, with a barn standing in one of them, containing in the whole 19 acres, situate in the liberty of Barrow-upon-Soar, in the county of Leicester, which at the time of the inclosure of Barrow were allotted by the award of the commissioners nominated for such inclosure by the following descriptions; viz. to trustees for certain charities in Sawley a piece of land, being a Lammas-close, called Bridge Meadow Close, bounded on the north by the river Soar, and the Quarn-don Road on the south, containing 2A. 0R. 8P.; a piece of ground in the Nether Field, bounded as therein mentioned, containing 15A. 2R. 24P.; and one other piece of land in the said lordship of Barrow, called the Home Meadow, being an old inclosed piece of ground bounded as therein mentioned, containing 1A. 1R. 33P. together with a right of common on Charnwood Forest, to the use of the said parties of the first and second parts, and their heirs, upon trust, to stand seised of the said premises, and to receive the rents and profits thereof, and apply the same for the charitable intents expressed concerning the interest of the money wherewith the same premises were purchased by the said recited will, in like manner as the same had been theretofore applied, or as near thereto as might be; and it was provided that so often as the trustees should be reduced to the number of three, the vestry should be convened for the said parish, for the purpose of nominating some other fit persons to be trustees in the place of those who should die, or become incapable or unwilling to act, and that conveyances should be made to them on the before-mentioned trusts, so that there never should be less than three persons to act in the execution of those trusts.

Of the above-mentioned trustees, Edward Thompson, William Wallis, Thomas Smith, and Lewis Taylor, have died since the making of this deed.

The above-mentioned estate at Barrow, containing about 19 acres, is in the occupation of Mr. Robert Parkinson, as yearly tenant, at the rent of 25*l.* per annum.

Upon the inclosure of Charnwood Forest, which took place about seven years ago, an allotment of a piece of land, containing rather less than an acre, was made in respect of the right of common belonging to the estate. This piece of land has been, since the inclosure, in the occupation of Mr. Thomas Noon, under an agreement that he should hold it rent-free for seven years, on condition of his clearing the land. That term is now expired, and he has agreed to pay a rent of 1*l.* per annum for the piece of land.

The trust-premises, with the exception of the allotment, were let in 1782 by the churchwardens and overseers of Sawley, for a term of 21 years, at the yearly rent of 15*l.*; about the time of the appointment of the trustees the rent was raised to its present amount. The land, with the exception of the meadow, is
stated

stated to be indifferent. The trustees not having seen it for a considerable time previous to our inquiry were unable to speak with certainty as to the fairness of the rent, but it was proposed that some of them should take an early opportunity of visiting it.

The rent is received half-yearly by the permanent overseer of the township of Sawley, and is carried to his general account.

A vestry-meeting of the inhabitants is holden annually about Christmas for the purpose of nominating poor persons who are to partake of the charity, and about 20 tons of coals are then provided, the cost of which, with the carriage thereof, amounts to about 16*l.*; the coals are distributed according to a list made out at the vestry, in quantities of half a ton to each person.

Four coats and six gowns of coarse cloth are provided every other year, the cost of the former being about 1*l.* 12*s.* each, and of the latter about 9*s.* each, and are given to poor persons appointed at the vestry-meeting.

An annual sum of 40*s.* is also paid towards the salary of the schoolmaster and schoolmistress of the National-school in Sawley, who instruct all the poor children thereof (their parents paying a penny a week for such instruction), in a school-room adjoining the church-yard, which was built in 1771 on a part of the glebe land, at the expense of the principal parishioners.

In consequence of a dispute which took place about the year 1820 relative to the right of appointing the schoolmaster, this payment was withheld two or three years, but the arrears which accrued during that period were afterwards paid.

It will be observed, that the directions of the donor as to the distribution of his charity are not strictly adhered to, which ought to be done as nearly as existing circumstances will permit; and it is very desirable that in future, instead of the rents being carried to the general account of the overseers of the poor, and the charitable payments being made by him, they should be placed to a distinct account, to be kept by the trustees, of the receipt and expenditure of the rents, in order to ensure a regular application of the whole of them.

TOWLE'S CHARITY.

Joseph Towle, by his Will, bearing date 20th August 1721, and proved in 1722 in the Prebendal Court of Sawley at Lichfield, gave to his nephew John Towle, and his heirs, his close in Sawley, called Lacy Butt Close, charged with the payment of 20*s.* a year for ever to the poor of Sawley, the same to be distributed yearly on St. Thomas's-day by the minister of Sawley, amongst the most needful poor, with a power of entry and distress in case of nonpayment of the said sum of 20*s.*

The close called Lacy Butt Close, or Towle's Close, which contains about an acre, now forms part of a home-close attached to a house the property of Mr. John Smith, having been purchased with other property, by his father, of Richard Towle, the son of John Towle mentioned in the will.

The above-mentioned annual sum of 20*s.* appears to have been paid until about six years ago, when the payment of it was stopped, Mr. John Smith and his brother being at that time the joint owners of the estate at Sawley which had belonged to their father, subsequently to which a partition was made between them; and the close in question forms part of the share of this estate allotted to Mr. John Smith.

Since the time of our inquiry, Mr. John Smith has agreed to pay the arrears of this annuity for the last six years, and make the future payment annually to the minister of Sawley for distribution on St. Thomas's-day according to the donor's directions.

ANNUAL SUM OF TEN SHILLINGS FOR BREAD.

The Parliamentary Returns of 1786 state that ——— *Fosbrooke* gave for bread for the poor of Sawley 10*s.* per annum, then vested in Leonard Fosbrooke.

Annual sum of 10*s.*
for bread.

Mr. William Parkinson informs us, that in 1794 his father purchased of the late Leonard Fosbrooke, of Shardlow, esq. an estate at Sawley, of which he had previously been the tenant; that his father during such tenancy laid out an annual sum in a distribution of bread to the poor of Sawley, which was allowed to him in his rent; and that the same distribution, which at first consisted of 20 sixpenny loaves, and afterwards of 40 threepenny loaves, was continued by the trustees under his father's will, and by Mr. William Parkinson himself, until

Sawley.
 —
 Annual sum of 10s.
 for bread,
 continued.

about 15 years ago, when, in consequence of the then minister of Sawley requiring that the bread should be given away at the church, the distribution was withdrawn, on the ground that it had been a voluntary payment by the Fosbrooke family, and voluntarily continued by his father and himself after the purchase of the estate.

Mr. William Parkinson having at our desire examined his title-deeds, to ascertain whether this annual sum was noticed in them as a charge on his estate, informs us that he finds in them no mention of this charity; but that he finds the will of a person of the name of *Booth*, dated more than one hundred years ago, whereby he directed 20 sixpenny loaves to be distributed to the poor, without charging any lands with the expense of such distribution.

We have not had an opportunity of seeing this will, nor have we obtained any further evidence to show that Mr. Parkinson's estate is liable to this charge.

RISLEY SCHOOL.

Risley School.

The hamlet of Wilsthorpe, which is in this parish, and included in the poors-rates made for the township of Sawley, is entitled to partake of the benefit of the school at Risley, founded by Mrs. *Elizabeth Gray*, of which an account will be given in a subsequent part of this Report.

TOWNSHIP OF LONG EATON.

POORS CLOSE.

Long Eaton.

—
 Poors Close.

There is a close of meadow land near the village of Long Eaton, known by the name of the Poors Close, which contains rather less than two acres, and is now in the occupation of Ellen and Elizabeth Jerrom, the widow and daughter of James Jerrom, who, as the rent thereof, pay the yearly sums of 1*l.* 14*s.* to the poor of this chapelry, and 6*s.* 8*d.* to the perpetual curate of Sawley for preaching a sermon on the first Sunday in Lent in Long Eaton chapel.

We have not been able to ascertain the existence of any document to show from whose gift this land was derived. In the Parliamentary Returns of 1786, land, producing 1*l.* 10*s.* per annum, is mentioned as having been given to the poor of this township by some person unknown, and as being then vested in James Jerrom.

A few years ago a dispute arose between the inhabitants of this township and the present tenants as to the claim of the poor to the close, and it was then agreed that Mrs. Ellen Jerrom, who is stated to be 70 years of age, should have the occupation of it during her life, upon making the above payments, and that upon her death it should be given up to be let for its fair value for the benefit of the poor. The close is stated to be now worth about 5*l.* a year.

Many years ago some timber which grew upon this close was cut, and sold for 21*l.* which, together with a sum of 20*l.* supposed to have been derived from Howit's donation hereafter mentioned, is now in the hands of Mr. John Burton, of Nottingham, at 5 per cent interest, secured by his promissory note. It appears to us that these sums ought not to be permitted to remain on personal security.

During the life of Mr. James Jerrom the rent of the Poors Close was distributed at his house by two of the principal inhabitants of the township; since his death the rent, and the interest of the two sums of 21*l.* and 20*l.* above mentioned, have been received by the overseer of the poor, and carried to his general account; but an annual distribution of coals, to the amount of about 9*l.*, is made by that officer, and paid for out of the funds in his hands about Christmas, amongst the widows and widowers, and other poor persons of the chapelry, in which it is considered that this rent and interest, and also the annual sum of 17*s.* derived from Hollingsworth's charity hereinafter mentioned, are included.

It is desirable that in future an account should be kept of these charities distinct from that of the poors-rates.

HOWIT'S CHARITY.

Howit's Charity.

The Parliamentary Returns of 1786 state that *John Howit* gave 20*l.* to the poor of this township, then vested in Thomas Blagg, and producing 1*l.* per annum.

We have already mentioned in the above account of the Poors Close that a sum of 20*l.* (forming part of a sum of 41*l.*) is supposed to have been derived from

from this donation, and is now in the hands of Mr. John Burton, and we have also stated the mode in which the interest thereof is applied.

Long Eaton.
—

HOLLINGSWORTH'S CHARITY.

The particulars of this charity have been already stated in the account of the same donor's charity for the poor of Sawley.

Hollingsworth's
Charity.

The annual sum of 17s., which has been hitherto paid as the portion of the charity belonging to the poor of this township, has been received by the chapelwarden, and has been considered to be included in the distribution of coals mentioned in the above account of the Poors Close.

PARISH OF ST. ALKMUND, DERBY.

TOWNSHIP OF LITTLE EATON.

PARKER'S CHARITY.

By Indenture, bearing date 14th March 1719, between John Webster, executor of the will of Edmund Webster, of the first part; Joseph Broughton, Edward Parker, John Hieron, William Litchfield, John Smith, Joshua Reeve, and Ralph Johnson, freeholders, copyholders and inhabitants of Little Eaton, of the second part; and William Henshaw, overseer of the poor of Little Eaton, of the third part; reciting, that *Richard Parker*, by his Will, bearing date 20th December 1659, gave to the inhabitants of the town of Little Eaton 20*l.* to be bestowed in land, the profits thereof to be distributed to the poor of the said town yearly, for ever, and made the said Edmund Webster executor of his will; and that the said sum of 20*l.* had not been paid by the said Edmund Webster in his lifetime, nor by the said John Webster's executor since his decease, but that the said John Webster had distributed amongst the poor some sums in part of the interest of the said 20*l.*; and reciting an agreement to surrender the copyhold land thereafter mentioned, for securing a yearly rent of 20*s.* in satisfaction of the said legacy of 20*l.*, and of all arrears thereof; and that in pursuance of that agreement the said John Webster, and Henry Peter Labonel and Dorothy his wife, had, at a court holden for the manor of Duffield on the 10th of said month of March, surrendered a close called Cumberhill Pingle to the use of the said John Webster for life, and after his decease to such uses as he should appoint, and for default thereof, to the use of his right heirs, yielding and paying yearly to the overseers of the poor of Little Eaton the yearly sum of 20*s.* at Christmas, to be by them distributed to such poor people as the said Joseph Broughton and the other parties of second part should appoint, within seven days after that feast, and for default of such appointment, to be disposed of by the said overseers at their discretion, and according to the duty of their office, to the poor people of Little Eaton, the said John Webster covenanted with the said Joseph Broughton, and other parties of second part, to pay to the said overseers of the poor the said yearly sum in manner aforesaid.

St. Alkmund.
—
Parker's Charity.

The field called Cumberhill Pingle in the parish of Duffield is now the property of John Balguy, jun. esq. whose agent pays 20*s.* yearly to the overseer of the poor of Little Eaton.

This sum, together with 10*s.* arising from the following charity is distributed within a few days after Christmas by the parishioners, at a meeting held for that purpose amongst such of the poor of the township as are considered the fittest objects of charity, in sums usually varying from 1*s.* to 3*s.*, a preference being given to the aged and those who do not receive constant relief from the township.

PARBY'S CHARITY.

The Returns made to Parliament in 1786 state that *Ann Parby*, by Deed in 1715, gave to the poor of this township the sum of 10*l.* producing 10*s.* per annum.

Parby's Charity.

An annual sum of 10*s.* is now paid by Mr. John Tempest, of Burley, in the parish of Duffield, the proprietor of a parcel of copyhold land called the Doles, situate in Little Eaton, and containing about eight acres, to the overseer of the poor, and is distributed with the annuity derived from Parker's charity above mentioned. This land has been for many years in the possession of Mr. Tempest's family, and the annual sum of 10*s.* is stated to have been paid by each successive proprietor of it, but we have not seen any instrument charging the land with the payment thereof.

PARISH OF ST. MICHAEL, DERBY.

CHAPELRY OF ALVASTON.

CHARITIES OF GILBERT AND OTHERS.

St. Michael.

Charities of
Gilbert and others,

By an Inquisition taken at Derby before Commissioners of Charitable Uses, on 6th April, 12th Charles I. it was found that there was one cottage and back-side thereunto belonging, and one little pingle abutting upon a place called Long-lane in Alvaston, in the possession of William Feasant, and two closes in Alvaston, one called the Gilbert Close, and the other the Church Close, lying beyond the river Derwent, and one acre of arable land lying upon a furlong called Moore Furlong in Alvaston, and one acre and three roods of meadow, in a place called Parker's Nook, and the moiety of a parcel of meadow called the Harp, in the possession of James Wright, which were theretofore given by one *Gilbert*, and other well-disposed people for the repairs of the church and chancel of the church of Alvaston, and for the discharge of the yearly sum of 3*l.* paid by the churchwardens of Alvaston on behalf of the inhabitants of that town, to the vicar of St. Michael, Derby, in discharge of the like sum of 3*l.* which, time out of mind, the inhabitants of Alvaston had paid in lieu of all duties from them payable to the vicar of St. Michael, and for discharging the said inhabitants from fifteenths, and for relief of the poor of Alvaston, and that the same had during the memory of man been disposed by the churchwardens of the said town of Alvaston for such charitable uses.

By a Decree of the Commissioners, founded upon this inquisition, and bearing date 20th April, 12 Car. I, it was ordered that Richard Blood and William Ward, tenants in possession of part of the premises in the said inquisition specified, and Richard Meere and Henry Storer, churchwardens of Alvaston, should at the charge of the inhabitants thereof convey all the said premises in Alvaston to the use of Robert Walker, William Robinson, and eight others, and their heirs, on trust, that they and the greater part of them should for ever, by the assent of the churchwardens and overseers of the poor of Alvaston, or the greater part of them, dispose of the rents and profits of the said premises to such uses as it was mentioned in the said inquisition that the said premises were given and appointed for; and that when the greatest part of the trustees therein mentioned should be dead, the survivors should again convey the said premises to the use of other ten persons, the most substantial inhabitants living in Alvaston, and their heirs, upon the aforesaid trusts, to the intent that the premises might remain for ever in the hands of five persons or more to the uses aforesaid.

By Indenture of Feoffment, bearing date 16th March 1810, Thomas Robinson, as the lineal descendant and heir at law of the above-mentioned William Robinson, who is therein stated to have survived his co-trustees, and the said Thomas Robinson and William Allestree the younger, as the churchwarden and overseer of the poor of Alvaston, granted and enfeoffed to James Osborne, William Allestree the elder, William Strong Briggs, William Cowley, the said Thomas Robinson, and William Allestree the younger, William Osborne, Joseph Robinson, William Briggs and Joseph Foster, and their heirs, (who had been appointed at a vestry-meeting in Alvaston on the 28th February then last by the inhabitants as new trustees, to whom it was resolved that the premises comprised in the above-mentioned inquisition and decree should be conveyed) a messuage or cottage, with a garden or piece of land containing two roods at Alvaston, in the tenure of James Draper; another messuage or cottage at Alvaston with a garden in the tenure of John Massey; a close at Alvaston called the Church Close, containing by estimation six acres, in the tenure of John Holmes; a close called Gilbert's Close, containing by estimation six acres or thereabouts, in the tenure of Richard Morley, and a parcel of land in a newly inclosed common meadow at Alvaston, called the Great Meadow, allotted in 1805, under an Act for Inclosing the open fields of Alvaston and Boulton, to the trustees of the poor of Alvaston, by the description of a parcel of land marked N° 14, in the plan of the Commissioners, containing 7*A.* 3*R.* 1*P.* part of the said Great Meadow, and bounded as therein mentioned, in trust, to apply the rents to the uses and purposes declared by the said inquisition and decree, or as near thereto as might be.

St. Michael.
Charities of
Gilbert and others,
continued.

All of the trustees appointed by this deed, were living at the time of our inquiry (May 1826) except William Allestree the elder, William Allestree the younger, and William Briggs.

By Indentures of Lease and Release, bearing date 23d and 24th June 1825, William Sherwin, and John Wright, his trustee, in consideration of 120*l.* conveyed to the said Thomas Robinson, William Allestree, James Osborne, William Strong Briggs, William Cowley, William Osborne, Joseph Robinson and Joseph Forster, and their heirs, a messuage or tenement with the garden thereto belonging, and a barn or cow-house near the said messuage, situate in Alvaston, adjoining the church-yard, to the use of the said Thomas Robinson and others, and their heirs. And by deed-poll, bearing the same date as the said indenture of release, the said Thomas Robinson and others declared that the purchase-money of 120*l.* was money received by them as trustees of the charity-lands of Alvaston under the above-mentioned trust-deed of 1810.

The trust-property consists of

1. A cottage and garden, containing less than half an acre, and a field of about two acres, part of the allotment in the Great Meadow, mentioned in the trust-deed of 1810, and a fourth part of another field, also part of that allotment, all in the occupation of James Draper, as yearly tenant, at a rent of 8*l.* per annum, which is considered to be rather less than the full annual value of these premises.

2. A cottage in the occupation of Mary Massey, the widow of John Massey, re-built on the site of the cottage mentioned in the deed of 1810 to be then in the tenure of John Massey, and two cottages, one in the occupation of John Taylor, and the other in the occupation of Hannah Adams, which were built on the garden which belonged to the cottage occupied by John Massey immediately after the last appointment of trustees.

It appears from the accounts that the expense of building these three cottages was about 100*l.*, which was paid out of the rents of the trust-premises. The inhabitants of these cottages are poor persons belonging to the parish of Alvaston, and occupy them rent-free.

3. A close called the Church Close, containing about six acres, and a close called Gilbert's Close, containing about the same quantity, in the joint occupation of Joseph Rushton, William Dowman, George Scattergood, James Holmes, and James Sherwin (being labouring men of the parish not receiving relief) as yearly tenants, each of them paying a rent of 8*l.* per annum, making 40*l.* in the whole.

These closes appear to have been let in the same manner from the year 1814, previously to which time they had been from the year 1810 let by auction annually to distinct tenants.

In 1813, the rent received for Church Close was	-	-	£.30	-	-
And for Gilbert's Close	-	-	-	31	7

The present mode of disposing of these fields was adopted at a parish-meeting, at which it was resolved that they should be let to five labouring men of the parish, to enable each of them to keep a cow, and at the above-mentioned rents. The rents received for these closes in 1813 are stated to be more than could now be obtained for them, but it is thought that if they were to be let by auction they would produce more than the rents at present reserved. These tenants stock the land in common, and divide the hay mown thereon between them.

4. The remaining three fourth parts of the field, of which one fourth has been already stated to be in the occupation of James Draper, forming the residue of the allotment in the Great Meadow, are occupied in the same manner as the two last-mentioned closes, by James Hucknall, Richard Martin, Thomas Robinson, and another, being also labouring men of the parish, who are thus enabled to keep a cow, and who stock the field in common with the said James Draper, each of the said four persons paying a yearly rent of 2*l.* 5*s.*, which is considered to bear a fair proportion to the rents paid by the occupiers of Church Close and Gilbert's Close.

No alteration has been made in the amount of any of the above-mentioned rents since 1813.

5. The house purchased for 120*l.* in 1825 is in the occupation of William Hanson, schoolmaster, at the rent of 4*l.* a year. After the purchase, the cow-

St. Michael.

house or barn mentioned in the conveyance was taken down, and two school-rooms have been erected, one above and one below, upon the site of those buildings and on the garden.

It was expected that the expense of building these rooms, which at the time of our investigation were not quite completed, would amount to more than 100*l*.

All the buildings on the property are repaired out of the funds of the charity, and are stated to be in good condition.

The rents have been received since 1810 by Mr. Joseph Robinson, one of the trustees; they had previously been paid to the churchwardens, and had been carried to the general parish-account. The following yearly payments are made:

	£.	s.	d.
To the Vicar of St. Michael, Derby, for the purposes mentioned in the inquisition of 12th Charles 1st - - - - -	3	-	-
To the Derby Infirmary for the benefit of the poor of the parish -	2	2	-
To the trustee, who acts as treasurer, for keeping the accounts -	-	10	-

There is also distributed to the poor at Christmas an annual sum of 12*s*. which is probably made in respect of two small donations to the poor, mentioned in the Table of Benefactions in the church, of 10*s*. a year, given by Robert Hebert, to be paid on Christmas-day, and 4*s*. a year given by William Robinson. It is understood that part of the allotment made to the trustees of the poor upon the inclosure in 1805 was in lieu of the annual sum of 8*s*. (not 10*s*. as mentioned in the church-tablet), and of that of 4*s*. derived respectively from these two gifts.

Until the new school was built, about 5*l*. a year was paid out of the rents towards the support of a Sunday-school for the poor boys of the parish; firing also was provided for that school, and a guinea a-year was paid for the rent of the school-room; occasional allowances have also been made in aid of a Sunday-school, in which the poor girls are instructed gratuitously. The present schoolmaster, in consideration of having the use of one of the school-rooms on week-days, has agreed to teach the boys in the Sunday-school without any payment. He keeps a daily-school for children whose parents pay for their education.

Various sums appear from the accounts kept since 1810 to have been paid by the trustees to the churchwardens for the repairs of the church, and in 1821 a sum of 71*l*. 15*s*. 2*d*. was paid by them for the erection of a gallery in the church. Church-rates are levied in this parish occasionally, but not annually. In 1817 a sum of 30*l*. was paid by the trustees to enable a poor parishioner residing at Alvaston, with a large family, to obtain possession, as tenant to Sir Robert Wilmot, of certain orchards and gardens at Osmaston, which had been rented by another person, who offered to give them up on receiving a compensation for the expenses he had incurred, and a further sum of 10*l*. was allowed by them to the same parishioner as an assistance to him on the commencement of his tenancy of these premises, which he still holds, and is thereby enabled to support his family.

In 1822 a sum of 10*l*. was paid as a premium with a poor boy of the parish who was apprenticed, and about 5*l*. was paid for his clothing and the expense of the indentures. In 1825 the sum of 120*l*. was paid for the purchase of the house near the church-yard, and the sum of 17*l*. 4*s*. 4*d*. for the expenses of the conveyance thereof. The accounts also contain small charges for the expenses of the meetings of the trustees.

The treasurer's accounts were in 1821 audited by the trustees, but no other audit appears to have taken place since the appointment of the present trustees. It appeared from the accounts, as made up to May 1826, that there was then a balance in the treasurer's hands of 1*l*. 2*s*. 6*d*. There were also at that time arrears due from some of the tenants to the amount of 8*l*. 5*s*., and it was estimated that nearly 30*l*. remained to be paid for building the new school.

It appeared to us desirable that as soon as the expenses incurred in building the school should have been discharged, some more regular plan than has hitherto been acted upon should be adopted for the application of the income of the charity, regard being had to the purposes to which it is stated in the inquisition of 12 Chas. I, that the property is applicable, and that the accounts should be annually audited.

PARISH OF STANTON BY DALE.

ALMSHOUSES.

Joseph Middlemore, by his Will, bearing date 3d February 1698, and proved at Lichfield, gave to his wife, *Winifred Middlemore*, the yearly rents and profits of all his lands lying in *Wirkworth* during her life; and he directed that after her death the said lands, and the produce of his goods and chattels, which he thereby ordered to be sold, should be divided amongst his issue, as therein mentioned; and for want of such issue, he directed that the aforesaid lands and monies should go to the charitable uses hereinafter mentioned, that is to say, that almshouses should be built at *Stanton-juxta-Dale*, or within six miles of *Stanton*, and that each poor person should have paid to him 5*l.* 4*s.* a year, by 8*s.* a month, so far as his estate would amount to; and that the objects of the charity should be the most poor and needy that possibly could be chosen, within 13 miles; and he directed that this should be no ease or advantage to the rich; for that if any object should have collection, the parish should give security for the continuance of it, or the object should not be received in; and he further directed, that the trustees hereinafter mentioned, and their successors, should have power to take in or turn forth whom they should please, and that likewise their successors, or whom they should choose, should have the same power; and he appointed his wife *Winifred* his executrix, and for trustees he chose and humbly entreated *Sir Henry Hunlock*, baronet, *Mr. Cleyton*, of *Normanton*, *George Gregory*, of *Nottingham*, esquire, and *Abel Collings*, gentleman, to see that his will should be performed.

Stanton by Dale.

Almshouses.

After the decease of the testator an information was filed in the Court of Chancery by the attorney-general at the relation of *Samuel Wrigley* and *Richard Scattergood*, overseers of the poor of the parish of *Stanton-by-Dale*, against *Winifred Middlemore*, executrix of *Joseph Middlemore*, and *Richard Middlemore*, *Sir Henry Hunlocke*, *George Gregory*, and *Richard Cleyton*; and by an order made 8th July 1708, it was referred to one of the Masters of the said Court to take an account of the personal estate of the said testator; and it was directed that the Master should certify how much of the said testator's estate was fit to be laid out in building an almshouse, and how much should be laid out for the benefit of the charity designed by the said testator's will; that the said *Winifred Middlemore* should have the interest of 300*l.*, due to the said testator on mortgage, during her life; and as to a sum of 500*l.* claimed by her under her marriage-settlement, the Master was directed to inquire into the same, and state the result thereof to the Court. The Master made his report on the 9th March 1711, and thereby certified that the amount of the testator's personal estate remaining in the hands of the said *Winifred Middlemore*, after deducting the said sum of 300*l.* due on mortgage, and the said sum of 500*l.* claimed by her under her marriage-settlement, was 626*l.* 12*s.* 6¼*d.*, and that there were debts owing to the said estate, most of which were considered as desperate, amounting to 346*l.* 18*s.* 5½*d.*; and that it appeared by the certificate of *Sir Henry Hunlocke*, *George Gregory*, and *Richard Cleyton*, the then surviving trustees of the said charity, that the sum of 126*l.* 0*s.* 2¼*d.* would be sufficient to build four convenient almshouses, and for purchasing the ground on which the same were to be built; and that an estate belonging to *Richard Watkinson*, in the liberties of *Dirty Hucknall*, in *Sutton in Ashfield*, lay very near and convenient to the place pitched on by the said trustees for building the said almshouse, the purchase of which premises would amount to 500*l.*, so that the purchase of the ground to build the almshouses on, and the building thereof, and the purchase of the said estate for supporting the said charity, would amount to the whole of the money in the hands of the said *Winifred*, except 12*s.* 4¼*d.*; and he further stated, that he had taxed the cost of the said parties at 82*l.* 5*s.* 8*d.*, which they were willing to receive out of the profits of the said premises after the said purchase should be completed. The report of the Master was confirmed by a decree made on 13th March 1711, and it was thereby ordered that the sum of 126*l.* 0*s.* 2¼*d.* should be applied in building four almshouses, and purchasing the ground on which the same should be built, and that the sum of 500*l.* should be applied in purchasing the estate of the said *Richard Watkinson*; and that the Master should see that the said estate when purchased was settled in such manner that the directions of the said testator might be pursued, and the rents disposed

Stanton by Dale.

Almshouses
continued.

disposed of to such charitable uses and in such manner as directed by the said will, after the payment of the said sum of 82*l.* 5*s.* 8*d.*, the costs of the suit.

The land on which the almshouses were afterwards erected appears to have been purchased by Winifred Middlemore, and conveyed to her by indenture of feoffment, bearing date 31st July 1710, whereby John Richardson and Samuel Richardson, in consideration of 4*l.*, granted and enfeoffed to her and her heirs a parcel of ground situate in Stanton-next-Dale, in the county of Derby, commonly called Dicken's Yard, containing by estimation one rood, as the same was then staked out from the stone-quarry at the east end thereof.

By Indentures of Lease and Release, bearing date 27th and 28th July 1711, and approved by the Master in Chancery, between Richard Watkinson, of the first part; Winifred Middlemore, of the second part; Sir Henry Hunloke, bart. George Gregory, esquire, Richard Cleyton, and Thomas Smith, of the other part; reciting the will of the said Joseph Middlemore, and that he had died without issue; and reciting the decree of the Court of Chancery of 13th March 1711; and that the said Winifred Middlemore had paid to the parties to the said suit the sum of 82*l.* 5*s.* 8*d.* for their costs; the said Richard Watkinson, in consideration of 500*l.*, conveyed to the said Winifred Middlemore and Sir Henry Hunloke, and the other parties of the third part, their heirs and assigns, six several closes, called Flat Beast Closes alias Pipe Closes, containing by estimation 24 acres, in Sutton in Ashfield, in the county of Nottingham, and certain other closes, also called the Pipe Closes, and a small parcel of inclosed land, late in the occupation of John Bassett, wherein he dug clay for the making of bricks, which last-mentioned closes and plot of land contained by estimation 24 acres, in Hucknall, in the parish of Sutton in Ashfield, upon trust, to pay out of the rents and profits to the said Winifred Middlemore the said sum of 82*l.* 5*s.* 8*d.*, and afterwards to pay yearly the sum of 5*l.* 4*s.* by 8*s.* a month, (if the rents would amount to so much) to each of such four poor persons as should be placed in the said almshouses, by writing under the hands and seals of the said trustees for the time being, or the major part of them, according to the direction of the said decree, in pursuance of the will of the said Joseph Middlemore, and to apply the residue of the rents and profits, if there should happen to be any, towards keeping the said almshouses in repair from time to time, and to and amongst such other poor persons as the trustees, or the major part of them for the time being, should by writing under their hands and seals direct and appoint, and as should by the will be qualified to receive the same; and it was provided, that whenever the number of trustees should be reduced to two, the survivors should convey the said premises to the use of themselves and such other persons residing within the counties of Derby and Nottingham as the said survivors should appoint, so that they should be increased to the number of five, and not exceeding the number of seven.

By Indentures of Lease and Release, bearing date 1st and 2d June 1720, Eleanor Haywood, and William Haywood, devisees of John Haywood, deceased, and John Haywood his eldest son, in consideration of 320*l.* conveyed to Winifred Middlemore, and her heirs, a close in Long Bennington, in the county of Lincoln, called Bennington Grange, otherwise Hardwick Grange, containing by estimation 32 acres, and then divided into two closes.

By Indentures of Lease and Release, bearing date 6th and 7th June 1720, between the said Winifred Middlemore, of the first part, and George Gregory, Thomas Smith, Richard Porter, and Abel Smith, of the other part, reciting that the said Winifred had already purchased and settled some lands upon the trusts of the will of the said Joseph Middlemore, and had also purchased the close and lands thereafter mentioned for the same purpose; the said Winifred Middlemore conveyed the premises described in the last abstracted indenture to the said George Gregory, and others, the then trustees for the aforesaid charity, and their heirs, upon trust, to apply the clear yearly profits towards building almshouses, in pursuance of the will of the said testator, and towards keeping the same in repair from time to time, and to and amongst such poor persons as from time to time should be placed in the said almshouses, by writing under the hands and seals of the trustees, or the major part of them for the time being.

There are in the parish of Stanton-by-Dale six almshouses, with a yard adjoining each tenement, containing one room and a pantry. The buildings are in good repair.

The

The estate in the parish of Sutton-in-Ashfield consists of a farm-house, with outbuildings, and 18 closes, with two acres of woodland, containing in the whole 61 A. 0R. 25 P., now in the occupation of George Smedley, as yearly tenant, at a good rent of 63*l.* 16*s.* Upon the Woodlands there are many thriving oak trees, and it is estimated that timber to the value of 50*l.* may be felled at any time; but as the farm-house and outbuildings are old, and will probably in a few years require some essential repairs, it is intended to reserve the timber for that purpose. The buildings are now kept in repair by the tenant, and considering their age are in good condition.

The estate in Long Bennington, in the county of Lincoln, consists of 32 A. 0R. 28 P. of land, with a barn lately erected thereon, now in the occupation of Robert Burton, as yearly tenant, at a good rent of 41*l.* 15*s.* Upon this estate there are a few ash trees, of an inferior description, but which might be cut down to advantage.

Gregory Gregory, esq. of Hungarton Hall, in the county of Nottingham, as the heir of George Gregory named in the donor's will, is now the only trustee of this charity; and his steward, Mr. Robert Burgess, has the management of the property, and the receipt and disbursement of the rents.

Six alms-persons, three men and three women, being unmarried persons, or widows or widowers, are appointed thereto by Mr. Gregory from time to time as vacancies occur. No persons are chosen who are in the receipt of parish relief, or unless they reside within the distance of 13 miles from Stanton, as directed by the donor. Each of the alms-persons receives an allowance of 20*s.* every calendar month, to which it was raised from 16*s.* in 1822; they also receive occasionally a small sum in addition out of the rents, under the name of a gratuity.

The regular annual disbursements are as follow :

	£.	s.	d.
Land-tax and chief-rent	-	-	-
Allowance for collecting the rents	-	-	-
Accountant's salary	-	-	-
Receipt-stamps	-	-	-
Allowances to the alms-people at 20 s. a month	-	-	-
	£.	78	5 -
Since 1817 there has also been expended in repairs	-	-	-
And in gratuities to the alms-persons	-	-	-
	£.	82	6 9

When the accounts were made up on 31st December 1825, there was a balance in hand amounting to 368*l.* 13*s.* 7*d.*

It appears to have been the intention of the late George De Ligne Gregory, esq. who acted for many years as the only trustee, to have erected two additional almshouses, and his successor, Gregory Gregory, esq. the present trustee, proposes carrying this plan into effect; the estimate of the expense is about 120*l.*, after the payments of which, and of any other necessary expenses, there will still remain a balance in his hands, which he intends to invest in the funds, so as to make up a sufficient income to provide for the same monthly allowance to the additional alms-people as is paid to those now in the almshouses.

We have further suggested, that it would be advisable to apply part of the balance now in hand in defraying the expense of a conveyance to new trustees, so as to make up at least the number of five, according to the provision contained in the deed of 1711, made under the directions of the Court of Chancery.

POORS LANDS.

By Indentures of Lease and Release, bearing date 18th and 19th April 1706, Matthew Smith, esq. in consideration of 35*l.* 4*s.* conveyed to Richard Middlemore, William Briggs, and Edward Cowle, all of Stanton-by-Dale, and their heirs, a close at Kilborne, in the parish of Horsley, called the Blackwalls, or Netherhagg, to the intent that the said Richard Middlemore and others should from time to time receive the rents and profits of the said close, and within 10 days afterwards deliver the same to the overseers of the poor of Stanton for the time being, to be distributed among the poor people of Stanton as the said overseers, and the rest of the neighbours of Stanton, should think fit; the necessary charges for receiving the same being first deducted.

Stanton by Dale.

Almshouses,
continued.

Poors Lands.

Stanton by Dale.

Poors Lands,
continued.

No new appointment of trustees of this charity appears to have taken place till 1793, when Richard Cowle, as the eldest son and heir of Edward Cowle, who was the surviving trustee under the deed of 1706, conveyed the above-mentioned close to William Woodward, John Baguley, and two others, who had been fixed on as trustees at a meeting of the overseers of the poor, and the rest of the neighbours of Stanton; and it was agreed, that after the death of three or more of the said trustees, the survivors should by deed appoint others, not exceeding five in number, to act jointly with them; such new trustees to be elected at a vestry or other meeting, to be appointed by the overseers and the rest of the neighbours of Stanton.

The last trust-deeds of this close bear date the 24th and 25th November 1820, whereby John Baguley, as the surviving trustee of those appointed in 1793, conveyed the trust-premises to Michael Baguley, Thomas Chadwick, John Posnet, and Richard Scattergood, and their heirs, to the use of all the parties thereto upon the above-mentioned trusts.

It is not known from whence the money arose with which the premises above mentioned were purchased.

They consist of three parcels of land, containing together four acres, and a cottage built thereon many years ago by George Gregory, the present tenant, who has held the premises for a great length of time as yearly tenant, at the rent of 4*l.*

The trustees have in consequence of our recommendation agreed to look over the property, and to give the tenant notice to quit, in order that they may re-let it to him, or to some other tenant, at its fair value.

Except for a period of about two years, during which it was reserved for the payment of the expenses of the last trust-deed, the rent has been distributed half-yearly by Michael Baguley amongst the poor of the parish indiscriminately, in sums varying from 1*s.* to 1*s.* 6*d.*

RISLEY SCHOOL.

Risley School.

The inhabitants of this parish are entitled to the benefit of the school in Risley, in the parish of Wilne, as stated in our account of the charities of that parish in a subsequent part of this report.

PARISH OF WESTON UPON TRENT.

HOLDEN'S CHARITY.

Weston-upon-
Trent.

Holden's Charity.

Ann Holden, by her Will, bearing date 5th June 1766, and proved at Lichfield, gave to the rector and churchwardens of the parish of Weston 50*l.* to be disposed of by them at such times and in such proportions towards the relief and maintenance of the poor inhabitants of the said parish as in their discretion should seem most proper.

This legacy, with the sum of 10*l.* given by some person unknown, is in the hands of Stephen Dummelow, of Weston, on the security of a promissory note given by him to the rector and churchwardens, bearing date March 30th 1821, for the sum of 60*l.* with interest, at five per cent.

The interest is not called for annually, but from time to time, when the rector and churchwardens think the poor are particularly in need of assistance. At Christmas 1825, about 8*l.* was disposed of, chiefly in clothing and blankets, and a small balance was then left in the hands of Mr. Dummelow, which was carried over to the next accounts.

PARISH OF WILLINGTON.

SUDBURY RENT-CHARGE.

Willington.

Sudbury Rent-
charge.

The yearly sum of 2*l.* is paid by the agent of Lord Vernon, as a charge on some part of the Sudbury estate, for the benefit of the poor of this parish. The amount is called for annually, and is distributed with the produce of other charities hereinafter mentioned on St. Thomas's-day.

DONOR UNKNOWN.

In the Parliamentary Returns of 1786 a donation of 10*l.* is mentioned as being then in the hands of Elizabeth Sale, and producing 10*s.* per annum (the name of the donor being unknown). This is supposed to be a charge on some property at Barrow belonging to Mrs. De Voeux, the daughter of the late Mr. Dalrymple a banker at Burton-on-Trent. The yearly sum of 10*s.* is paid on her account through the Burton bank, and the amount is distributed with the other charities on St. Thomas's-day.

Willington.

Donor Unknown.

DONOR UNKNOWN.

There is also mentioned in the Returns of 1786, a donation of land by some person unknown, then vested in Mr. Holbrooke, and producing per annum 1*l.* This sum is now paid by a person of the same name, carrying on the business of a tanner at Repton.

Donor Unknown.

The several sums above mentioned, amounting to 3*l.* 10*s.* are distributed by the churchwarden and overseers amongst the poor of Willington, on St. Thomas's-day, in sums usually varying from 1*s.* to 3*s.*

SPILSBURY'S CHARITY.

By Indenture, bearing date 3d March 1815, and enrolled in the Court of Spilisbury's Charity. Chancery, between *Benjamin Spilisbury*, esq. of the one part, and the Rev. Francis Ward Spilisbury, of the other part ; the said Benjamin Spilisbury granted to the said Francis Ward Spilisbury a clear yearly rent of 5*l.* to be issuing out of the undivided moiety of an edifice or building in Willington, then used as a warehouse, and of a parcel of land belonging thereto, used as a wharf, then in the tenure of Williams, Smith and Co. and adjoining the haling-path of the Trent and Mersey Canal, the same to be payable half yearly on 1st February and 1st August, with a power of distress in case of non-payment, upon trust, that the said Francis Ward Spilisbury, his heirs, executors and administrators, should on 1st February every year distribute the said rent of 5*l.* amongst such and so many poor men and women, or men or women only, of or belonging to the said parish of Willington, in such shares and in such manner as the said Benjamin Spilisbury during his life, and after his decease, the said Francis Ward Spilisbury, his heirs, executors and administrators, should from time to time direct and appoint; and in case they should respectively at any time neglect to direct such distribution, that the said Francis Ward Spilisbury, his heirs, &c. should on the day aforesaid distribute the same equally amongst such poor men and poor women of or belonging to the said parish who should be of the age of 30 years, as the vicar of Willington for the time being should in his discretion approve and make choice of.

The whole of the property, upon one moiety of which the payment of 5*l.* a year was charged, now belongs to Mr. Peter Smith.

The yearly sum of 5*l.* is paid by him to the Rev. Francis Ward Spilisbury, who disposes of the amount equally amongst 20 poor men or women of the parish of Willington, in or about the month of February.

JOHN GISBORNE'S CHARITY.

The particulars of this charity, a portion of which is applicable according to the Will of *John Gisborne* the elder, in buying four coats or gowns, and in a distribution of money for the poor of Willington, are fully detailed in a former part of this Report, amongst the charities in the parish of St. Werburgh in the borough of Derby.

John Gisborne's Charity.

FINDERN SCHOOL.

The poor of Willington are entitled to send their children free to the school in the township of Findern in the parish of Mickleover; the particulars of which have been already stated in a former part of this Report.

Findern School.

PARISH OF WILNE.

CHURCH LAND.

The rent of a piece of land which is described in the award of the Commissioners under an Act passed in 1763, for Inclosing the Common Lands in the Manor of Draycott in this parish, as comprising 60 yards in length, and Rep. 17.

Wilne.

Church Land.

F f

20 yards

Wilne.

Church Lands,
continued.

20 yards 1 foot in breadth, and as situate in the south-east corner of a piece of land called the Wyecrofts, has been for many years received by the churchwardens of the parish of Wilne for the time being, and carried to their general account.

The residue of the land called the Wyecrofts is now the property of Mr. Thomas Trowell, who pays 6s. per annum to the churchwardens, for the church-land.

We are informed that the parishioners intend to ascertain the boundaries of this small piece of land by proper marks, and to procure a fair rent for it.

CHAPELRY OF BREASTON.

CHARITIES OF CHARLETON AND JERRAM.

Breaston,
Charities of
Charleton and
Jerram.

By Indentures of Lease and Release, bearing date 8th and 9th April 1715, between Thomas Chittle, of the one part, and John Charleton, Charles Jerram, and Edward Jowett, of the other part, reciting that *John Charleton* by his will, bearing date 21st March 1711, had given to the minister and churchwardens of the town of Breaston 100*l.* to purchase lands in fee, and to dispose of the rents and profits thereof yearly on Christmas-day to the poor of the town of Breaston, and that the said parties of the second part, in pursuance of the said will, had contracted with the said Thomas Chittle for the purchase of the premises thereafter mentioned, at the price of 88*l.*, being part of the said sum of 100*l.* It was witnessed, that the said Thomas Chittle, in consideration of the said sum of 88*l.* granted and confirmed to the said parties of the second part and their heirs, two closes in East Bridgford, called the Pingle Close, containing by estimation one acre, and Kirk Hill Close, containing by estimation three acres, in trust, for the poor of Breaston, and that the rents and profits thereof should be disposed of in such sort as by the will of the said John Charleton was appointed.

By Indentures of Lease and Release, bearing date 18th and 19th December 1715, between Thomas Hynde and Elizabeth his wife, of the first part, Mary Jerram, of the second part, and the said John Charleton, Charles Jerram, and Edward Jowett, trustees for the poor of Breaston, of the third part, reciting the above-mentioned bequest of John Charleton, and the said purchase of lands with the said sum of 88*l.*, and reciting, that the parties of the third part had contracted with the said Thomas Hynde for the purchase of three acres thereafter mentioned for the price of 15*l.*, being the residue of the said sum of 100*l.* and something more; and that the said *Mary Jerram* had contracted with the said Thomas Hynde for the purchase of one acre more for the price of 5*l.*, which said acre she had, out of her charitable disposition, purchased for the poor of Breaston, and that she was desirous that the same should be conveyed to the said parties of the third part, and their heirs, on trust, that the rents and profits thereof should be yearly laid out in bread and distributed on every Christmas-day amongst the poor widows of Breaston; the said Thomas Hynde, in consideration of the said sums of 15*l.* paid by the said parties of the third part, and 5*l.* paid by the said Mary Jerram, granted to the said parties of the third part and their heirs several parcels of arable land lying dispersed in the open fields of East Bridgford, described in a schedule annexed to the release, containing by estimation four acres, on trust, for the use of the poor of Breaston, and that the rents and profits thereof might be distributed in manner and form above mentioned.

It does not appear that the above-mentioned lands have ever been conveyed to new trustees since the time of the purchase thereof.

The property belonging to these charities now consists of two fields, each containing about four acres, situate at East Bridgford, the common lands of which parish were inclosed about 30 years ago. These fields are in the occupation of ——— Millington, as yearly tenant, at the rent of 16*l.* per annum, which was fixed by a surveyor previously to the year 1820, and is considered a good rent. The property has been in the occupation of the family of the present tenant many years, and upon the Inclosure a lease for 21 years was granted to John Millington, father of the present tenant, under the authority of the Inclosure Act, at the yearly rent of 8*l.*, the tenant taking upon himself the expense of fencing the allotment.

Out of the rent, which is paid shortly before Christmas, the annual sum of 5*s.* is expended in bread on account of Mary Jerram's gift, which is given away chiefly,

chiefly, but not exclusively, amongst poor widows of the township, and the residue of the rent is distributed in money amongst the poor, in sums varying from 2s. to 7s.; larger portions being given to such as do not receive relief. A book was produced to us containing an account of the expenditure of the charity from 1728 to 1793, and from 1820 to Christmas 1825 inclusive, but it is stated, that although the accounts for the interval between 1793 and 1820 have not been entered in the book, the distribution of the rent has regularly taken place.

Breaston.
Charities of
Charleton and
Jerram,
continued.

TOWNSHIP OF DRAYCOTT.

POORS MONEY.

There is a sum of 9*l.* in the hands of Mr. Thomas Jowett, of the township of Draycott, which appears to have been received by his father, having previously been in the hands of other persons of the township. It is not ascertained from whose donation this small sum arose. The interest, being 9*s.* per annum, is distributed by Mr. Jowett on St. Thomas's-day, in sums of 6*d.* and 3*d.* amongst poor widows and others of the township of Draycott.

Draycott.
Poors Money.

CHAPELRY OF RISLEY.

SCHOOL.

By Indenture, bearing date 10th March 1718, and enrolled in the Court of Chancery, between Elizabeth Gray of Risley, sole daughter and heir of the honourable Anchitel Gray by Ann his wife, who was one of the daughters and coheirs of Sir Henry Willoughby, of Risley, bart. of the one part, and John White and 16 others, of the other part, reciting that the said Sir Henry Willoughby having 100*l.* in his hands left by Catherine Willoughby for purchasing an annuity towards finding a minister and schoolmaster as a stipend for saying divine service in the chapel of Risley, then newly erected by the said Catherine, and also for teaching children freely, by indenture bearing date 21st September 8th Charles I. granted to certain persons and their heirs a rentcharge of 13*l.* 6*s.* 8*d.* to be issuing out of the manor of Wilsthorpe; and also reciting, that the said Sir Henry Willoughby, by deed bearing date 10th October 21st Car. I, in which it was recited, that Michael Willoughby and the said Catherine his wife had given 20 nobles yearly to be paid to the curate and schoolmaster of Risley, and that the said Sir Henry Willoughby had augmented the same to 20 marks yearly, ratified and confirmed the said donations; and reciting, that the said Elizabeth Gray, for making a provision for teaching children to read, write, and cast accounts, and so much of trigonometry as related to the mechanical and useful part of mathematics, by which the children might be instructed in religion, and in those arts which would conduce to their comfort and subsistence, had erected a convenient school-house in the town of Risley for a schoolmaster and usher; and, for the maintenance of such master and usher to be resident in the said house, had lately purchased most of the lands and tenements thereafter mentioned, being, together with those purchased by the said Anchitel Gray, upwards of the value of 50*l.* per annum; it was witnessed, that the said Elizabeth Gray granted, bargained and sold to the said John White and others, and their heirs, the said newly-erected school-house at Risley, and a cottage and croft adjoining to the school-house, and the moiety of two closes, called the Mow Closes, containing in the whole about 31 acres in the parish of Dale; and a moiety of a close called Sandwell Close, in the liberties of Wilsthorpe, containing about two acres; and a close called Sandburrow Close, containing about six acres, in the liberties of Breaston; and a close called Sandburrow, adjoining to the said Sandburrow Close, containing about three acres; and certain parcels of arable and meadow land, containing 9*a.* 3*r.* 17*p.* in the liberty of Ockbrook, viz. a parcel of land called Crook Flat, containing 6*a.* 0*r.* 37*p.*; a moiety of a parcel of meadow-land, and a moiety of another parcel of meadow-ground, which two moieties of meadow-ground contained 2*a.* 1*r.*; and a piece of meadow-ground lying in the middle of the meadow, containing 1*a.* 1*r.* 20*p.*; and two cow-pastures in the common called the Horse Croft Lees in Ockbrook; and a winter-pasture for two horses every fifth year, in a close called Horse Croft Close, all which premises were parcel of a farm called Ockbrook Grange Lands, and were purchased by the said Elizabeth Gray; and such parts of the messuages and

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lands thereafter mentioned as were freehold, viz. a messuage at Iderichay, called the Town-head House, and the closes there called the Hillock Meadow, the Dock Close, the Cow Close, the Small Pingle, the Wardlow Croft, and the Hen Croft, then in the occupation of Widow Watson; and a close in Iderichay called Nether Meadow; a close abutting north upon the said Nether Meadow; a close adjoining eastward; a close called the Orchard, and a close called the Hillocks, containing together about 15 acres, in the occupation of John Butfield; and a messuage and three closes called Hitchcocks Farm in Iderichay, then in the occupation of the said John Butfield, containing about 12 acres; and a close called the Fall, containing about 20 acres; to hold the said school-house and lands to the said John White and others, and their heirs, upon trust, that they and all future grantees thereof should receive yearly the rents of the said premises, upon trust, to pay the clear rents and profits (after all reasonable deductions in repairs of the school-house, a payment of 20 s. for a dinner, and other necessary charges attending the trust) to the schoolmaster, and usher or under-master, and their successors, share and share alike, who should respectively be chosen in the manner thereafter expressed; and it was provided, that the trustees might at their annual meeting at the school-house nominate one of themselves to receive the rents and profits; and it was also provided that the master and under-master should respectively perform the articles following, viz. that they should be industrious in the school, and should both teach and instruct such children and youth whose parents should be inhabitants of Risley, and also the sons only of any of the inhabitants of Breaston, Sandiacre, Dale Abbey, Stanton next Dale, Wilsthorpe, Draycott, Little Wilne, and Hopwell, all in the county of Derby, not exacting any thing for their pains but what should be voluntarily given them; that the head master should teach grammar and the classics to such as should be qualified and desirous to learn the same; and that the under-master should instruct the children in spelling, writing, arithmetic, and the church catechism, and should cause the children to say a prayer in the school every day in the morning; that the head master and under-master should be constantly resident in the habitation or dwelling-house belonging to the school, and not voluntarily absent themselves at any time above 10 days, nor above 20 days at several times in any one year, (except on Saturdays in the afternoon, and the holidays allowed by the church, and kept by most schoolmasters,) without licence of the said Elizabeth Gray during her life, and after her decease, without the like licence from the lord of the manor of Risley, and the major part of the trustees; and in case of absence, should leave a sufficient deputy, upon forfeiture of one half of the salary of such of them as should so absent themselves; and that no schoolmaster or under-master should grant more play-days to his scholars than one in each calendar month, and should attend in the school from Martinmas to Lady-day, from eight to eleven in the morning, and from one till four in the evening, and the rest of the year from seven to eleven in the morning, and from one till five in the evening; provided that such head-master, being a clergyman, should not be obliged to teach any scholar on Saturdays, and that such master, being a clergyman, should read prayers in the chapel of Risley every day in the year, unless absent by licence, or unable by some bodily impediment; and that the schoolmaster or under-master should bring the scholars to the chapel every Wednesday and Friday, and on every Sunday and festival-day; and that no schoolmaster or under-master should be obliged to take any child under the age of five years, unless such child could read; and that if there should be more children qualified to be taught in the said several places than could be conveniently taught by the master and under-master, the said Elizabeth Gray, during her life, and the lord of the manor for the time time being, and the trustees, should have power at any of their annual meetings to limit the number which each place should send to the school, except that the children of the town of Risley should all be taught there without limitation; and it was provided, that if the said head master or under-master should drink, or quarrel, &c. he should for the first offence be reprov'd; and if he should not acknowledge his offence and promise amendment, or should neglect to perform such conditions, the said Elizabeth Gray, during her life, and after her decease, the lord of the manor of Risley, with the trustees, should remove such head master or usher, and should make choice of a fit person for the approbation of the lord of the manor to supply the place of the person so removed, and should in like manner make

choice

choice of a master or under-master in case of the death or resignation of either of them; provided that if such master, being a clergyman, could not be displaced, the said lord and trustees, upon complaint of any mal-practice and non-compliance with the rules aforesaid, might detain his salary, and apply the same in instructing the children thereby intended to be taught; and it was declared, that no person should be chosen head master who should not be a graduate of Cambridge or Oxford, or at least in holy orders, and an orthodox minister; and that the under-master should have equal liberty with the head-master to teach the scholars in the school-room in the schoolhouse, and that the head-master should for his own separate use enjoy all the other rooms belonging thereto, the under-master being to enjoy for his separate use a house intended to be built. And it was declared that the trustees should apply 20s. yearly in providing a dinner on the day after Midsummer-day, if not a Sunday, that all matters relating to the said school might be there debated, and that the lord or any of the trustees who could not attend any meeting, might by letter depute some other person in their place, the persons deputed by clergymen to be clergymen, and those deputed by laymen to be laymen; and that further rules might thereafter be made by the majority of the lord and trustees; and that the said Elizabeth, or any person appointed by her will, or the lord of the manor of Risley, might build an apartment to the said school-house for a woman to dwell and teach girls in to knit, sew, and do other things proper for their education, and also a house for the under-master to dwell in; and the trustees were empowered to lease the said premises except the School-house, Cottage, and Croft, for 21 years, at the best rent; and it was provided, that when 14 of the said trustees should die, the survivors should convey the premises to 14 other persons in Risley, or any of the places aforesaid, to be nominated by them, to the use of themselves and such 14 other persons (the ministers of Wilne, Sandiacre and Stanton, for the time being, always to be trustees) upon the trusts aforesaid; and it was also provided, that every trustee of such parts of the before-mentioned premises as were copyhold should stand seised thereof to the uses thereinbefore declared; and the said Elizabeth Gray thereby confirmed the donations thereinbefore mentioned to be given by the said Catherine Willoughby, Michael Willoughby, and Sir Henry Willoughby.

The abstract of this indenture is taken from the recital of it in a deed for appointing new trustees in 1758. The original deed of 1718 was not produced to us, nor is it known where that deed is.

The last trust-deeds of the lands conveyed by the above-abstracted deed bear date 3d and 4th July 1808, whereby John Newton, of Draycott, John Bonsall, of Breaston, and John Baguley, of Stanton-next-Dale, as the surviving trustees thereof, conveyed the said premises to John Hancock Hall the younger, and William Hodgkinson, of Risley, John Bonsall the younger, and Joseph Stevens, of Breaston, Thomas Jowett and John Chater, of Draycott, William Eaton, of Wilsthorpe, William Cocks, and John Stevens the younger, of Sandiacre, Mark Baguley, and William Dore the younger, of Stanton, John Stevens of Dale Abbey, the Rev. Spencer Madan, vicar of Wilne, and the Rev. James Eyton, vicar of Stanton and Sandiacre, to hold to them, their heirs and successors, to the use of the grantors and grantees, their heirs and successors, upon the trusts mentioned in the indentures of 10th March 1718, and 26th April 1758. Of these trustees, John Newton, John Bonsall, John Bonsall the younger, John Chater, William Eaton, William Cocks, and the Rev. James Eyton, are dead.

The said Elizabeth Gray, by her Will, bearing date 21st June 1720, and proved in the Prerogative Court of Canterbury, in 1722, gave to Middlemore Pilkington, esq. and the rest of the trustees whom she had appointed for managing the school at Risley, 200*l.* to be laid out in the purchase of lands, and vested in the same trustees in the same manner as the other lands were vested in them by the above-mentioned deed of 1718, the rents and profits thereof to be applied for the maintenance of a schoolmistress, who should teach all the girls in Risley, and such an equal number of girls out of every town, whose male children were free to be taught by her endowment, as should be appointed annually by the trustees, to read, sew, and knit, and other business proper for girls, the said schoolmistress to be always a single woman; and she also gave to the same trustees the further sum of 100*l.* to be laid out in purchasing lands in manner aforesaid, for the maintenance of an assistant (who

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continued.

should be a single person) to assist the usher of Risley school, to teach all the girls to write and cast accounts; she also gave to the same persons 100*l.* to be laid out in the purchase of lands, or put forth at interest, the produce thereof to pay the fine of the copyhold estate at Iderichay, or for payment of the charge of enfranchising the same, or for reducing the fine to a small fine certain; and she also directed her executors immediately after her decease to settle freehold lands of the clear yearly value of 6*l.* 13*s.* 4*d.* upon the said trustees and their heirs, "as will make up the deficiencies of the two masters;" and she appointed a school-house to be built by her executors at Risley, to teach the children in, with an apartment for a schoolmistress, and gave to her executors sufficient oak timber out of her park at Risley for that purpose, in case she had not time to build it herself.

By a codicil to her will, bearing date 2d March 1721, the said Elizabeth Gray devised her messuage and lands lately purchased in Long Clawson and Hose, in the county of Leicester, to her servant John White and his heirs, in trust, that upon the payment of 400*l.* to him by the governors of Queen Anne's bounty, 40*l.* yearly, part of the said premises should be settled as an augmentation of the chapelries of Risley, and Breaston, 20*l.* a year each, and in trust, that the remainder of the said premises should be settled as a provision for supplying a legacy in her will of 6*l.* 13*s.* 4*d.* per annum "to the schoolmaster of Risley school," provided, that if the said bounty of 400*l.* could not be procured within two years after her decease, the said premises should be sold by the said John White, or settled so as the money arising by the sale, or the premises themselves, should be applied to or settled in such manner as to make such provision for the said chapelries, according as it should seem most agreeable to the said John White, and that the remainder over and above the 40*l.* a year, should be "applied as a provision for the benefit of the schoolmaster of Risley school, and his successors schoolmasters there."

By Indenture, bearing date 7th January 1722, between the said John White as the devisee of the said Elizabeth Gray, of the first part, the governors of Queen Anne's bounty, of the second part, and the Rev. John Proudman, B. D. curate of Breaston, of the third part, reciting, that the said Elizabeth Gray had by deed and by writing promised the said governors to pay 200*l.* so soon as the governors should settle 200*l.* for the augmentation of the curacy of Breaston; and reciting the devise of the said Elizabeth Gray, of her lands in Long Clawson and Hose, and that the said John White had agreed, on receiving the sum of 200*l.* to settle one moiety of the premises, in the manner thereafter mentioned; and that the said governors had ordered 200*l.* to be paid accordingly; and that the moiety of the lands thereafter mentioned had been found by the said governors to be convenient for the said augmentation, and of the full value of 650*l.* and upwards; the said John White, in consideration of the said 200*l.* paid by the said governors, and of 5*s.* paid by the said John Proudman, granted to the said John Proudman and his successors the moiety of a messuage in Long Clawson, with the appurtenances, and of a close adjoining to the said messuage, containing two acres, and of several parcels of land, lying dispersedly in the fields of Long Clawson, reputed to be nine oxgangs of land, and of a close lying in Hose, called Hill's Close, containing about five acres, and of a parcel of meadow in Hose Meadow, containing one acre, called Hart's Piece, and of all the other lands late of the said Elizabeth Gray, in Long Clawson and Hose, to hold the said moiety to the said John Proudman, and his successors curates of Breaston, subject to the payment of the moiety of a yearly rent of 3*l.* 8*s.* payable to the lord of the fee, and to the payment of all the yearly rents and profits of the moiety of the said premises, over and above 20*l.* a year, and a moiety of the said rent of 3*l.* 8*s.* to the schoolmaster of Risley school for the time being, for ever, as an augmentation of the salary given by the said Sir Henry Willoughby, the grandfather of the said Elizabeth Gray, and other her ancestors.

It is understood that a deed similar to the last-abstracted indenture was executed for conveying the other moiety of the premises therein mentioned to the curate of Risley, subject to the payment of the other moiety of the said yearly rent of 3*l.* 8*s.* and of the surplus of the rents and profits beyond 20*l.* per annum, to the schoolmaster of Risley school, but this deed was not produced to us.

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The manor of Wilsthorpe which was by the above-recited deed of 21st September, 8 Car. I. charged with an annuity of 13*l.* 6*s.* 8*d.* is the property of the Earl of Harrington, who pays that sum yearly to the Rev. John Hancock Hall, the head master of Risley school. New trustees of this annuity were appointed in 1669, and again in 1702, when the annuity was assigned to Henry Charleton, Samuel Stevens, William Smedley, John Smedley, Godfrey Wheatley, and Richard Carter, all inhabitants of Risley, but we have not found any subsequent appointment of trustees.

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continued.

- The school-premises at Risley consist of
- 1. The original school-house now inhabited by the Rev. Henry Lloyd Biden, with gardens and croft, containing 1 A. 1 R. 28 P.
 - 2. Another house occupied by Mr. Samuel Wright, the under-master, with a garden and croft, containing 1 A. 2 R. 21 P.
 - 3. Two schools, forming distinct buildings, one of which is divided into two parts, one part thereof being the grammar-school, and the other part the girls school, with two rooms over the last-mentioned part, in which the school-mistress resides. The other school is used as the English school for boys, and contains one room only.
 - 4. There is also in front of the schools a slip of land containing 3 R. 13 P. parallel with the road leading from Derby to Nottingham, a small part of which in front of the grammar-school is appropriated to the use of the boys of that school; another small part in front of the under-master's house is inclosed as a garden, and occupied by him, and the residue forms a play-ground for the boys of the English school.

The following is a rental of the residue of the property conveyed by the deed of 1718.

	Where situate.	Occupiers.	Description of the Property.	Quantity.			Rent.		
				A.	R.	P.	£.	s.	d.
1.	Parish of Dale Abbey	The Rev. J. H. Hall, the head master - - }	Five fields, with a barn - -	15	3	20	32	9	9
2.	Hamlet of Wilsthorpe, } in the Parish of Sawley }	Ditto - - -	{ An undivided moiety of Sandwell Close, the whole consisting of 3 A. 1 R. 12 P., the other moiety of which belongs to the Earl of Harrington - - - }	1	2	26			
3.	Chapelry of Breaston, } in the parish of Wilne }	{ Samuel Wright, } the under-master }	Three Fields - - - -	9	2	32	16	9	8
4.	Township of Iderichay, } in the parish of Wirksworth - - }	Widow Slater -	Fourteen Fields - - - -	29	2	2	30	11	-
5.	Ditto - - - -	John Seals -	Two Fields - - - -	4	0	23	12	-	-
6.	Ditto - - - -	Thomas Gamble	{ Farm house and outbuildings, } { and 12 fields - - - - }	27	2	7	35	7	-
7.	Hamlet of Hulland } Ward, in the parish of Ashbourne - - }	Michael Beeston	{ Six fields, being an allotment } { under an Inclosure in respect of } { the lands at Iderichay - - }	12	3	4	15	-	-
8.	Parish of Ockbrook	James Hunt -	{ Three fields, part old inclosure, } { and part allotted under the Ock- } { brook Inclosure in 1772 - - }	10	0	34	30	-	-
				A.	111	1 28	171 17 5		
The school premises at Risley, as before stated - - - -					3	3 22			
				A.	115	1 10			

In 1814 a general increase of the rents of the trust-property took place, and their present amount is stated to be the fair value of the lands. All the tenants hold their respective tenements from year to year.

The property in the parish of Dale Abbey appears from the deed of 1718 to have consisted of an undivided moiety of the Mow Closes, containing about

F f 4 31 acres

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School,
continued.

31 acres; but those closes have been long since divided, and the trustees of this charity now hold in severalty the quantity stated in the rental.

The school-buildings at Risley, and the buildings on the farm at Iderichay, are in good condition, the whole of the buildings at Risley having been thoroughly repaired in 1812, at an expense of about 355*l.*, which was provided for as follows:

1st, By a sum of 52*l.* 3*s.* 7*d.*, which had been in the Wirksworth Bank before the last appointment of trustees, and which is understood to have been received from the Commissioners of the road from Wirksworth to Derby for some land, part of the Iderichay property, which was taken by them to improve the road. 2dly, By a sum of 200*l.* received from Greatorex Miller for permission to bring a stream of water in a covered drain through part of the land at Iderichay. 3dly, By a sum of 17*l.* received for timber cut at Ockbrook. 4thly, By two sums of 27*l.* each, advanced by the head master and under-master, the Rev. J. H. Hall and Mr. Samuel Wright. 5thly, By some small sums received for old materials. 6thly, A balance of about 23*l.* appears from the accounts produced to have been paid by Mr. Hall.

There is a considerable quantity of growing timber on different parts of the trust-property.

At the time of the agreement between the trustees and Mr. Greatorex respecting the above-mentioned drain, they also agreed to sell him a slip of land for the purpose of making a mill-dam, at the price of 36*l.*, to be laid out in the purchase of the land-tax of the Iderichay estate, and Mr. Greatorex was allowed to take possession of the land; but the purchase-money had not been paid at the time of our inquiry, (May 1826,) in consequence of the conveyance not having been prepared. This transaction ought to be completed without further loss of time.

The sums given by Mrs. Gray's will to be laid out in land, viz. 200*l.* for the maintenance of a schoolmistress, 100*l.* for the maintenance of an assistant usher; and 100*l.* for the enfranchisement of the copyhold estate at Iderichay were formerly lent on mortgage. In 1762 there appears to have been a sum of 400*l.* due to the trustees on mortgage, and some further sums belonging to the charity then lent at interest. In 1772 the copyhold estate was enfranchised by Richard Paul Joddrell, esquire, in consideration of 320*l.* paid by the trustees. It appears from the minutes of the proceedings of the trustees that at a meeting holden on the 6th July 1780, it was ordered that the sum of 300*l.*, then due on mortgage, should be called in, and that 244*l.* part thereof should be advanced to the curate of Risley and Breaston on the mortgage of the before-mentioned Long Clawson estate, pursuant to a power given by an Act of Parliament passed in 1779, for inclosing the common lands of Long Clawson, whereby tenants for life were empowered to mortgage their allotments for sums not exceeding 40*s.* per acre, in order to defray the expenses of the Act, and of fencing the allotments; and it was further ordered that the residue of the said 300*l.* should be laid out in the Funds. In 1781, a mortgage for 1,000 years for securing the said 244*l.* was accordingly made of the Long Clawson estate to the trustees, and the remaining 56*l.* was laid out in the purchase of 100*l.* three per cent consols, in the names of Messrs. John Hancock and Thomas Pares. This stock is now standing in the names of the Rev. John Hancock Hall and Mr. William Hodgkinson.

The estate at Long Clawson and Hose, devised by the codicil to Mrs. Gray's will, consists of a farm-house and outbuildings, and several closes, containing in the whole 130*a.* 3*r.* 27*p.*, all situate in Long Clawson, excepting five acres which are in Hose. This farm is in the occupation of Benjamin Simpkin, as yearly tenant, at a fair rent of 190*l.* per annum, to which it was reduced about four years ago from 212*l.*

The following is a summary of the annual income derived from the several sources above mentioned:

	£.	s.	d.
Rentcharge issuing out of the manor of Wilsthorpe - - - -	13	6	8
Rents of the premises conveyed by Mrs. Gray's deed of 1718 - - - -	171	17	5
Dividends on 100 <i>l.</i> three per cent consols, purchased with part of the sums given by her will - - - - -	3	-	-
Rent of the estate at Long Clawson and Hose, (of which the annual sum of 40 <i>l.</i> is applicable to the salaries of the curates of Breaston and Risley) -	190	-	-
Total - - -	£.	378	4 1

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This income is disposed of as follows :

Mr. Hall, as curate of Risley, retains 10*l.* out of the annuity of 13*l.* 6*s.* 8*d.*, and pays the residue to the under-master. It is stated that this annuity was formerly thus divided ; but as we have not seen the deeds made in the 8th and 21st years of Charles I., referred to in Mrs. Gray's deed of 1718, we are unable to say whether the division is in conformity with those deeds. The whole of this annuity, however, appears to have been retained by the late head master and by the present head master until the year 1818.

The rents of the premises conveyed by Mrs. Gray's deed are received by one of the trustees, and after deducting the expenses of repairing the schools and the under-master's house, the cost of an annual dinner for the trustees and tenants on the day after Midsummer-day, which amounts to between 2*l.* and 3*l.*, and any other expenses incident to the trust, are divided equally between the head master and the under-master. The accounts of these rents are made out half yearly on loose papers, instead of being entered in a book, as they formerly appear to have been.

The dividends of stock and the rent of the estate at Long Clawson and Hose are received by Mr. Hall, who pays thereout 10*l.* per annum to the school-mistress and 5*l.* per annum to the assistant of the under-master, in respect of Mrs. Gray's legacies of 200*l.* and 100*l.* given for those purposes. He also makes an additional voluntary allowance of 10*l.* per annum to the assistant of the under-master.

The annual income of Mr. Hall, as head master, after the above-mentioned deductions, may therefore be estimated at about 210*l.*, exclusive of 30*l.* per annum received by him as curate of Risley, and 20*l.* as curate of Breaston ; and that of the under-master at about 85*l.* in addition to the premises which Mr. Biden, the acting head master, and Mr. Wright, the under-master, occupy rent-free. The head master's house is kept in repair by Mr. Hall, towards which he receives 3*l.*, being a third part of the rents of land at Mapperley, mentioned in the account of the charities of Sir H. Willoughby and others in a subsequent part of this Report.

It will be observed, that Mrs. Gray by her will directed her executors to settle freehold lands of the clear yearly value of 6*l.* 13*s.* 4*d.* upon the trustees, "to make up the deficiencies of the two masters," the meaning of which expression is not clear. It would seem, however, that she then intended that both masters should derive some benefit from the settlement which her executors were to make ; but by her codicil she directed that the remainder of the premises at Long Clawson and Hose, after supplying 40*l.* per annum as an augmentation of the chapelries of Risley and Breaston, should be settled as a provision for supplying the legacy of 6*l.* 13*s.* 4*d.* per annum "to the schoolmaster of Risley school ;" and in giving a power to her trustee, John White, to sell those premises in the event of Queen Anne's bounty not being procured, she directs that the remainder above 40*l.* a year, either of the money arising from the sale, or of the premises themselves, should be applied for the benefit and provision of the "schoolmaster of Risley school." The deed of 1722 is made in conformity with this provision of the codicil, and under that deed we apprehend that the head master alone is entitled to the residue of the rents after the payments therein specified.

The perpetual curacies of Breaston and Risley, which are in the gift of the Earl of Stamford, are stated to have been constantly held by the head masters of this school. The Rev. Dr. Jackson held them, with the head-mastership, for many years previously to his death, which took place in 1811.

The grammar-school appears to have been nearly a sinecure during Dr. Jackson's time. We are told that he never had more than one scholar, and that the school itself was made use of as a green-house.

In 1811, the Rev. John Hancock Hall being the lord of the manor of Risley, which had descended to him from his maternal great uncle, was appointed by the trustees head master of this school, and as such lord of the manor signed in the book of the charity an approbation of his own appointment. He was also about the same time presented by the late Earl of Stamford to the curacies of Risley and Breaston.

Mr. Hall resides at his own house, Risley Hall, within a short distance of the school. He has never since his appointment occupied the house appro-

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continued.

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 School,
continued.

priated to the head master, and the duties of that situation have not been performed by himself, but by a deputy nominated by him. Mr. Hall, shortly after his election, caused printed notices to be distributed in the places of which the inhabitants were under Mrs. Gray's deed entitled to free instruction for their children, stating that the grammar-school would be opened on 10th February 1812 for the purpose of teaching grammar and the classics to such children of the inhabitants of those places as were qualified and desirous to learn the same, and the school was accordingly opened under the tuition of the Rev. Richard Haygarth, who was placed by Mr. Hall in the head master's house, and held the situation of acting head master about two years. Upon his leaving the school Mr. Hall appointed the Rev. Henry Lloyd Biden to succeed him, who still holds the same situation, and resides in the head master's house. Mr. Hall states, that he frequently visits the grammar-school, and occasionally assists in teaching the free scholars at his own house, but the active duties of the situation are performed by Mr. Biden; and from July 1818 to September 1820 Mr. Hall was, in consequence of the illness of one of his family, absent from Risley and resident in Devonshire. Since Mr. Hall's appointment the number of free-grammar scholars has been from five to nine. At the time of our investigation there were nine such scholars, of some of the places mentioned in the deed of 1718, receiving gratuitous instruction in the classics from Mr. Biden, and in writing and arithmetic from Mr. Wright the under-master. Mr. Biden is permitted by Mr. Hall to take boarders to the limited number of 16, and he had nearly that number at the time of our inquiry. The free-scholars and boarders are taught together in the grammar-school.

Mr. Biden, besides occupying the head master's house rent free, receives from Mr. Hall a salary of 80*l.* per annum, for which, in addition to his instruction of the free grammar scholars, he assists Mr. Hall in the performance of his clerical duties at Breaston. The residue of the clear income of the head master, amounting to about 130*l.* per annum, exclusive of the annual sums of 10*l.* and 20*l.* due to him as curate of Risley, and 20*l.* due to him as curate of Breaston, are retained by Mr. Hall.

There seems to be no doubt that since the appointment of Mr. Hall to the head-mastership of this school, the sons of inhabitants of the places entitled to the benefit of it have had an opportunity of obtaining a gratuitous classical education under a competent instructor, with such advantage as may be derived from Mr. Hall's general superintendence of the school; but it is our duty to remark, that the foundress of this charity appears to have expected from the head master a constant personal attendance at the school, as well as a residence in the house appropriated to him, and that the emoluments annexed to the office were intended by her to be applied for the benefit of the person actually executing its important duties; and we apprehend that her intentions are not correctly fulfilled by the performance of those duties by a deputy under the superintendence only of the person holding the situation of head master. It is also proper to observe, that as by the foundation deed a power was given to the lord of the manor of Risley, of assisting in the nomination and removal of the head master, and of controlling him in various respects, the appointment of the lord of the manor himself to this situation appears to us inconsistent with the provisions of that deed.

Mr. Samuel Wright, the present under-master of this school, was appointed by the trustees in 1804, upon the death of his father, who had held the same situation. In respect of his emoluments, the amount of which has been already stated, he, with the aid of his assistant, instructs in reading, writing and accounts all the boys of Risley and the other places mentioned in Mrs. Gray's deed, whose parents think proper to send them to the school; the usual average number of boys being from 50 to 70.

The school-mistress, who is the sister of the under-master, and a single woman, instructs all the girls who are sent from the same places, usually about 50 in number, in reading, sewing and knitting. Those girls whose parents desire it are also taught writing and arithmetic by the under-master or his assistant.

Mr. Wright had in his school at the time of our inquiry, in addition to the free scholars, six boarders and one day-scholar not receiving gratuitous instruction.

A month's holidays are allowed to all the children of the schools at Midsummer and Christmas.

It does not appear to have been for many years the practice for the head master to read daily prayers throughout the year in the chapel at Risley, as directed by the deed of 1718, but Mr. Hall officiates every day at the chapel during Lent, and requires the attendance of the children of the school at that season. Such of the children as reside at Risley are also required to attend the chapel on Sundays.

Risley.

School,
continued.

CHARITIES OF SIR HENRY WILLOUGHBY AND OTHERS.

By Indentures of Lease and Release, bearing date 1st and 2d July 1714 between Francis Handley, of the first part, the before-mentioned Elizabeth Gray, of the second part, and William Smedley and five others, of the third part, reciting that the several persons thereafter named had in their respective lifetimes given the following sums for the support of the poor inhabitants of Risley, viz.

Charities of Sir
Henry Willoughby
and others.

Sir Henry Willoughby, bart.	-	-	-	-	£.	6	13	4
Anchitel Gray, esq.	-	-	-	-	-	10	-	-
And Willoughby Gray, esq.	-	-	-	-	-	20	-	-

making in the whole, 36*l.* 13*s.* 4*d.*, and that the said Elizabeth Gray had added the sum of 10*l.* 13*s.* 4*d.* to the aforesaid charity, and also the sum of 23*l.* 13*s.* 4*d.* towards the repairs of the free-school in Risley, amounting in the whole to the sum of 71*l.*, which was to be laid out in the purchase of the close, chief-rent and rentcharge thereafter mentioned, as an augmentation to the said charity, it was witnessed, that the said Francis Handley, in consideration of the said sum of 71*l.* paid to him by the said Elizabeth Gray, and by her direction, conveyed to the said parties of the third part, and their heirs, a close lying in Mapperley, in the parish of Kirk Hallam, containing by estimation six acres, and a yearly rent of 5*s.* 4*d.* issuing out of the said close, except the sum of 20*s.* yearly, paid out of the said close to the poor of West Hallam ; and the said Francis Handley, for the consideration aforesaid, granted to the said parties of the third part and their heirs a yearly rentcharge of 20*s.* to be issuing out of a close lying in Mapperley, called the Long Close, with a power of distress if the said rentcharge should be unpaid. And it was declared that the said close, chief-rent and rentcharge so purchased in the names of the parties of the third part were vested in them, on trust, that they should apply one third part of the rents and profits of the said close, chief-rent and rentcharge of 20*s.* for repairing the school-house founded at Risley, and should apply the remaining two thirds thereof to the use and support of such of the inhabitants of Risley as should be poor and become objects of charity, in such manner as should appear to be most necessary and convenient in the judgment of the minister of Risley, and the church or chapelwarden and overseer of the poor there, who were thereby empowered to act as overseers and directors therein. And it was further agreed, that as often as any four of the trustees should die the survivors should, at the charge and nomination of the said minister, church or chapelwarden and overseer of the poor, or any two of them, convey the said close, chief-rent and rentcharge to five or six honest and sufficient inhabitants of Risley, or in the neighbourhood thereof and their heirs.

It does not appear that the trusts of this deed have ever been renewed. The field at Mapperley, though mentioned in the deed as containing by estimation six acres, is stated to consist of between two and three acres only, but it is an old inclosure, and no suspicion is entertained of any part of the land purchased having been lost. It is now in the occupation of Zachary Walthews, as yearly tenant, at the rent of 9*l.* per annum, which is considered to be its full value.

The churchwarden of Risley for the time being receives this rent, and pays one third of it to the Rev. J. H. Hall, as the head master of Risley school, by whom the house is kept in repair. The remaining two thirds of the rent are distributed at Christmas amongst poor persons of Risley, according to a list which is prepared by the minister and churchwarden, in sums varying from 3*s.* to 8*s.* ; those who are in the receipt of parish relief being in a few instances only allowed to partake of the distribution.

The close called the Long Close, out of which a rentcharge of 20*s.* was payable under the above-mentioned deed to this charity, is now the property of Edward Miller Mundy, esq., having been purchased by his father, with other

Risley.

Charities of Sir
Henry Willoughby,
and others.

lands in Mapperley, from Joseph Clarke in 1817; and we are informed by Mr. Mundy's solicitor, that there is no notice of this charge in Mr. Mundy's deeds, nor does it appear to have been for many years past paid to, or demanded by, the churchwardens of Risley; but on the other hand, they have not paid the annual sum of 20*s.* to which the field conveyed by the deed of 1714, is therein stated to be subject, for the benefit of the poor of West Hallam, although it has been frequently demanded on behalf of the poor of that parish.

Some observations respecting this payment will be found in the account of the charities of West Hallam in a preceding part of the present Report; and we have there stated, that the poor of West Hallam parish appear to us to be entitled to this payment out of the above-mentioned field purchased in 1714. For a reimbursement of this payment the churchwardens should endeavour to obtain payment of the rentcharge of 20*s.* to which the Long Close in Mapperley was subjected by the deed of 1714, but under the circumstances above stated, and in the absence of any evidence to show that this rentcharge has ever been received, we apprehend it may be doubtful whether the payment can be enforced against Mr. Mundy, the present owner of that close.

SMEDLEY'S ALMSHOUSE.

Smedley's
Alms-house.

The poor of this chapelry are entitled to partake of the benefit of *Smedley's* alms-house at Ilkeston, mentioned in a preceding part of this Report.

HUNDRED OF HIGH PEAKE.

PARISH OF CASTLETON.

WHITTINGHAM'S CHARITIES.

Castleton.

Whittingham's
Charities.

James Whittingham, by his Will, bearing date 26th September 1792, and proved at Chester in 1800, gave to his brother John Whittingham for life seven messuages or dwelling-houses, situate at Bank Top, in Manchester, and all the interest and produce of his personal estate; and after disposing of three of the said messuages after the death of his said brother, he devised and bequeathed the remaining four messuages situate in Pump-street, at Bank Top, Manchester, and all other his real estate not thereinbefore disposed of, and all his personal estate remaining undisposed of, to his uncle George Whittingham, of Castleton, George Heap, of Manchester, and John Shallcross, of Manchester, their heirs and executors, upon trust, immediately after the death of his said brother, to sell the said four messuages, and to add the monies arising from the sale to his said residuary personal estate, and to pay thereout to the children of his said uncle, George Whittingham, 40*l.*, and 10*l.* to each of the children of five aunts and uncles therein named, and of such childrens children living at the time of the decease of his said uncle; and he directed the said George Whittingham, George Heap, and John Shallcross, to pay into the hands of his cousin John Whittingham, Samuel Ashton, Benjamin Barber, and John Chetham 100*l.*, on trust, to place the same out on good security, and to apply the interest for the instruction of at least 12 boys and girls to read well in the English language, such being the children of poor and labouring persons residing in the parish of Castleton, by a proper master, to be appointed by the said trustees. He also directed the said George Whittingham and others to pay 100*l.* towards the paying for a place of worship for the Methodists, and the support of Methodist preachers while upon duty in Castleton; and he directed that such children so taught should regularly attend the Sunday-school already established, or thereafter to be established, in Castleton by his said trustees; and he directed, that when any of his trustees should die, the survivors should elect others within three months after their decease, so that the number of four should be kept up; and he appointed the said George Whittingham, George Heap, and John Shallcross his executors.

John Whittingham, who was entitled to the benefit of the testator's property for his life, died about 15 years ago, and upon his death George Heap, of Manchester, the surviving executor and devisee in trust, took possession of the real and personal estate, the latter having been sworn under 300*l.* We are informed that some of the legacies to the different branches of the testator's family

family have been paid, but that several of them still remain due; no payment however appears to have been made in respect of the legacies given to charitable uses.

It is doubtful whether the property which came to Heap's hands was sufficient to have paid all the legacies mentioned in the testator's will; but we apprehend that as far as the personal estate would extend, the legacies to charitable uses ought to have been paid proportionably with the others, and that George Heap is liable to account for the application of such personalty. It is stated, however, that he is in a state of insolvency, and we have been unable to discover where he now resides.

Castleton.

Whittingham's
Charity,
continued.

TOWNSHIP OF CASTLETON.

SCHOOL.

Bennett's Gift.—Edward Bennett, by his Will, bearing date 5th May 1720, and proved at Lichfield, gave the rents and profits of the farm in Castleton, which he had lately purchased from Thomas Eyre, as follows, viz.; 40s. a year, part of the said rent, to be yearly distributed at every Christmas, for ever, amongst the needful poor within the hamlet of Castleton, and the remainder of the rent to bring up and maintain three poor children with schooling till the age of 14 years, or till they should be fit to be put out to some employment, and then others to succeed them, and this to be done at the discretion of the minister, churchwarden, and overseer of the poor, with the advice and consent of his brother Joseph Bennett, whom he appointed trustee to see the same performed.

Castleton.

School.

The premises described by the testator as his farm in Castleton consist of a close called the Furlong, and three parcels of land, containing altogether 3A. 3R. 13P., one in an open field called the Open Furlong, and the other two in an open field called Robin Lands. They are now in the occupation of Abraham Hall, as yearly tenant, at the rent of 8*l.* 6s., to which it was reduced in 1821 from 10*l.* It is stated, that the land has been badly cultivated, and notice has been given to the tenant to quit at Lady-day 1827, and, as the premises are contiguous to the town of Castleton, it is thought that a higher rent may easily be obtained.

The letting of this property has been for many years under the direction of Sir William Chambers Bagshaw, owing probably to the circumstance of his acting as the sole trustee for another benefaction, given to the school, as hereafter mentioned, by one of his ancestors.

Of this rent the sum of 2*l.* per annum is paid to the churchwarden and overseer of the township shortly before Christmas, and is distributed by them, together with other charities, as hereafter mentioned; the residue is paid to a schoolmaster appointed by Sir William Bagshaw.

Bagshaw's Gift.—Richard Bagshaw, by his Will, bearing date 13th March 1749, and proved in the Prerogative Court of Canterbury, devised the house and garden in Castleton, then used as a school-house, and also all those lands in Edale, in the possession of ——— Marshall, being of the yearly value of 6*l.* to his sons Richard, William, and John Bagshaw, their heirs and assigns, on trust, to pay the rents and profits from time to time to a schoolmaster for teaching 12 poor children of Castleton, to read and write the English language, such schoolmaster and poor children from time to time to be nominated, displaced, and removed by his said trustees at their discretion, and in case any schoolmaster so nominated should at any time accept of a bishop's licence for teaching such school, he directed that his said trustees should from the time of such schoolmaster taking such licence pay and apply all the said rents and profits to some other charitable use.

The premises described as a house and garden are probably those now in the occupation of the schoolmaster, viz.; a dwelling-house in which he resides, and a small garden adjoining, with a building containing a school-room, and apartments above, at a little distance therefrom.

The residue of the lands mentioned in the Will consists of 65 acres of old inclosure in Edale, with a right of common. These premises are now in the occupation of John Marshall, as yearly tenant, at the rent of 16*l.* per annum, to which it was reduced from 18*l.* about the year 1821. Out of this rent the tenant receives an allowance of 2*l.* a year for lime. It is stated that this is a

Castleton.

School,
continued.

low rent, but that there would be some difficulty in obtaining any great advance, as the land is of indifferent quality and in a bad situation.

Potts's Gift.—Two small houses in Castleton are supposed to have been given towards the support of the school by a person named *Potts*, but we have not been able to discover any documents respecting them.

These houses have been usually let by the churchwarden and overseer. They are now in a very dilapidated state, and scarcely tenatable. One of them is unoccupied, and the other is let to George Hall, as yearly tenant, at the rent of 1*l.* 4*s.* which has been received by the churchwarden and paid to the schoolmaster. It seems desirable that some attempt should be made to provide for the repairs of these premises, though there would be a great difficulty in doing so unless some person should be found willing to take them for a certain term at a nominal rent, upon the condition of putting them into good repair.

The master is appointed by Sir William Bagshaw, and receives the several rents, above mentioned as being applicable to the support of a school.

No children have been appointed to be taught free in respect of the gift of Edward Bennett, according to the directions of his will, but the master states, that, besides the children expressly appointed to be taught free in respect of other benefactions, he has usually had a few for whose education he has made no charge, such children having been admitted by him upon the application of their parents. In respect of Bagshaw's gift he takes 12 poor children of the township appointed by Sir William Bagshaw, and on account of the houses supposed to have been derived from — *Potts*, he takes three poor children of the township, who are appointed by the churchwarden and overseer. All these children are instructed without any charge, in reading, writing, and accounts, and if required the master is ready to instruct them in the Latin tongue. At the time of our inquiry there were 23 free scholars.

CHARITIES OF ALICE STAVELEY, AND OTHERS.

Charities of
Alice Staveley,
and others.

It is recorded on a tablet in the parish-church that *Alice Staveley*, by Will, bearing date 15th December 1781, gave to the poor of Castleton the sum of 5*l.* to be put into the hands of the overseer of the poor, who should pay the full interest thereof to such poor people as should have no weekly pay from the town every St. Thomas's-day.

And that *Mary Staveley*, by Will, bearing date 15th January 1785, gave to the overseer of the poor of Castleton, and his successors, the sum of 5*l.* in trust, to place the same out at interest, in safe hands at 5*l.* per cent. per annum, the produce thereof to be divided yearly among such poor people of Castleton as should not receive any relief from the said town.

In the Parliamentary Returns of 1786, it is stated, that *Thomas Dakin*, by Will, in 1706, gave 5*l.* to the poor then in the hands of the overseer of Castleton, and producing the yearly sum of 5*s.*

These several sums are supposed to have been carried to the account of the township many years ago, and the sum of 15*s.* is paid yearly out of the poor's rates as the interest thereof. This sum of 15*s.* is distributed, with 2*l.* derived from the gift of Edward Bennett above mentioned, and 18*s.* from the following charity, at a vestry held on St. Thomas's-day, amongst poor persons of the township not receiving parochial relief, in sums varying from 2*s.* to 5*s.*

HOW'S CHARITY.

How's Charity.

Robert How, by Will, bearing date 4th June 1818, gave to the churchwarden and overseer of the poor of Castleton, 40*l.* on trust, to be by them placed out on mortgage or other good security, and he directed that the interest thereof should be applied in the payment of 20*s.* annually, to be divided amongst the poor of Castleton, on St. Thomas's-day, at the discretion of the churchwarden, overseer, and principal inhabitants of Castleton, and the remaining 20*s.* to the ringers of Castleton, for ringing a peal on every 19th day of August.

This legacy was reduced by the payment of the duty to 36*l.* which sum is now in the hands of Mr. Robert How Ashton, secured by his promissory note given to the officers of the township, and bearing interest at five per cent. Of the produce 18*s.* is paid to the overseer, which is distributed on St. Thomas's-day with the other charities above mentioned.

BRAY’S CHARITY.

Champion Bray, of Hope, who died in 1825, by his Will, gave 100*l.* secured upon the turnpike-road leading from Sheffield to Chapel-en-le-Frith, the interest thereof to be distributed as follows, viz. ; to each of the townships of Castleton and Hope, the interest of 40*l.*, and to the township of Edale, the interest of 20*l.* No interest had been paid in respect of this benefaction at the time of our inquiry (September 1826), but it does not appear that any objection to the establishment of the charity is made on the ground of the bequest being void under the statute 29th Geo. 2, c. 36.

Castleton.
Bray’s Charity.

NEEDHAM’S CHARITY.

We are informed by Robert Needham, who is the owner of the premises charged with the payments hereafter mentioned, that the late *Samuel Needham*, of Rushop Edge, by Deed enrolled, charged a close called South Head, in Chinley, and in Kemshill, in Peak Forest, with the payment of the following sums annually :

Needham’s
Charity.

To the poor of Peak Forest	-	-	-	-	-	£. 6	-	-
To the poor of Castleton	-	-	-	-	-	6	-	-
To the poor of Chapel-en-le-Frith	-	-	-	-	-	2	-	-
For the playing of a harpsichord in Peak Forest church	-	-	-	-	-	14	-	-

We have caused search to be made for this deed but without success.

The several yearly sums above mentioned are paid by Robert Needham as charged upon the close called South Head.

The sum of 6*l.* given to the poor of Castleton is laid out by Robert Needham in the purchase of linen, which he distributes with Jeremy Royse of Castleton, on the 16th of February, amongst poor persons of the township of Castleton not receiving relief. The number of persons receiving the benefit of the charity varies from 20 to 30 according to circumstances, and their names are regularly entered in a book kept for the purpose.

An account of the application of the other sums will be given with the other charities, for the respective places interested therein.

GISBORNE’S CHARITY.

The yearly sum of 5*l.* 10*s.* received by the vicar, on account of the charity of the Rev. *Francis Gisborne*, the particulars of which will be found in a former part of this Report, under the head of Bradley, is disposed of by him in the purchase of flannel, which he distributes about Christmas to the poor of this township.

Gisborne’s Charity.

CHAPELRY OF EDALE.

SCHOOL.

The following benefactions have been given from time to time for the education of poor children in the chapelry of Edale :

Edale.
School.

- 1.—The Rev. *Robert Turie*, by his Will, bearing date 19th May 1720 (as appears by a copy thereof entered in a book kept for the purpose of recording the benefactions to this Chapelry) gave to the inhabitants of Edale a yearly rentcharge of 40 *s.* issuing out of his farm and lands at Jack End, in the parish of Hope, therewith to have six of the poorest children of Edale taught to read English, such poor children, with a master to teach them, to be nominated by the minister or curate of Edale, and his successors ; and subject to the said rentcharge he gave the said farm and lands to the corporation of Queen Anne’s bounty for the use of the minister or curate of Edale and his successors.
- This rentcharge of 40*s.* is paid to the schoolmaster by the incumbent.
- 2.—*John Ashton*, (of whose charities an account will be found amongst those for the chapelry of Calton, in the parish of Blore in Staffordshire, 13 Rep. p. 355.) devised certain lands therein mentioned, which he directed should be for ever held by the persons therein described, at the rent of 17*l.* per annum, to the intent that his trustees should yearly, amongst other things, pay to the schoolmaster of Edale, the yearly sum of 1*l.*, for the teaching of

Edale.
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School,
continued.

English or grammar to such poor child or children as the curate of Edale should think fit; and having otherwise disposed of 14*l.* per annum out of the said rents, including therein the yearly sum of 3*l.* to the minister of the chapel in Edale, making altogether 15*l.* per annum, he directed that the residue of the rent, after payment of all expenses, should be laid out in English Bibles, prayer-books, or church-catechisms, to be disposed of at the discretion of his trustees, amongst the poorest inhabitants of all the chapelries and places thereinbefore mentioned.

The yearly sum of 4*l.* is transmitted to the incumbent of the chapelry, who pays over 1*l.* thereof to the schoolmaster.

3.—*Joseph Tym*, who died 5th April 1768, by his Will, which will be more particularly noticed hereafter, gave to the schoolmaster of the free-school the interest of 50*l.*, for teaching four poor children.

The schoolmaster receives 2*l.* yearly, in respect of this legacy, from Robert Creswell, in whose hands the principal sum is placed out at interest.

4.—*Joseph Champion*, by his Will, bearing date 4th August 1784, (as more particularly mentioned hereafter) gave one half of the yearly interest of 70*l.* to the schoolmaster for the time being of the school in Edale, for which interest he directed that such schoolmaster should teach such and so many poor children living in Edale to read English as such interest would pay for, and as should from time to time be nominated by the preaching minister of Edale and the Chapelwarden, for the time being; but in case at any future time there should not be a schoolmaster of the school in Edale for the space of six calendar months together, or if any such schoolmaster should refuse or neglect to teach such poor children, then he directed that the said interest should be paid on St. Thomas's-day, for that year only, to such a number of poor people, inhabitants thereof, and in such manner, as the minister and chapelwarden should think proper.

The sum of 1*l.* 15*s.* is paid to the schoolmaster as the moiety of the interest of the above-mentioned sum, by Robert Chapman, in whose hands the money is placed on mortgage.

5.—*Elizabeth Bowdon*, (of whose charity a more full account will be given hereafter) by Indenture, bearing date 10th July 1819, granted certain lands to trustees, with directions that they should permit her to erect a school-house on part of the said lands, and suffer the same to be used as a school for teaching poor girls and boys reading, writing and arithmetic, and as a residence for the master of the said school; and it was directed that the said trustees should be for ever governors of the said school, and should from time to time make such rules for the management thereof (not altering the objects and nature of the said school), as to them should seem proper; and that they should appoint a schoolmaster who should reside in Edale, and be a member of the church of England; and that they should also nominate the children to be instructed; and that after the payment of the rates and taxes for the said school, and the costs of the repairs thereof, they should pay to the said schoolmaster a moiety of the clear rents of the said trust-estate for instructing in English reading, writing and arithmetic, so many poor girls and boys as the said trustees, on a calculation of the ordinary price of teaching, and with reference to the amount of the income, should think proper.

The deed also contains other provisions relating to the school, which will be found in the abstract thereof in a subsequent page.

The moiety of the rent which is applicable to the education of poor children, amounts at the present time to 7*l.* per annum.

An old school in which the children of the chapelry were formerly taught, was taken down about the year 1819, and the old materials were applied in building a new school on part of the trust-estate, given by Mrs. Bowdon, and she contributed largely towards the expenses thus incurred. This building is not adapted for the residence of the master, but merely for the purposes of a school.

The master appointed by the trustees under Mrs. Bowdon's charity also receives the produce of the other benefactions above mentioned, making altogether an income of 13*l.* 15*s.* per annum.

It will be observed, that under Turie's Will, six poor children are to be taught English reading; and that four children are to be taught in respect of the benefaction of Joseph Tym, the number to be nominated in respect of

Mrs.

Mrs. Bowdon's gift, being left to the determination of the trustees, upon a calculation of the ordinary price of teaching, with reference to the amount of the income. Seven children are now taught free, in respect of Mrs. Bowdon's, gift, and seven in respect of the other benefactions; the number having been thus limited with the concurrence of the inhabitants of the chapelry, on account of the smallness of the master's income. None of these children are taught writing or accounts, except on paying the usual charge made for such instruction. It is stated however, that as far as relates to the scholars appointed in respect of Mrs. Bowdon's gift, the master will in future conform to the directions of the deed.

Edale.
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School,
continued.

TYM'S CHARITY.

On the monument erected in the chapel at Edale to the memory of *Joseph Tym*, who it is stated died 5th April 1768, it is recorded, that he gave by his Will to the schoolmaster of the free-school of Edale, as already mentioned, the interest of 50*l.* for teaching four poor children; and likewise to the poor inhabitants of Edale, the interest of 50*l.*, towards clothing poor women and children in linsey every St. Thomas-day. The children to be placed at the school, and the linsey to be divided by Thomas Cresswell and his heirs for ever.

Tym's Charity.

The sum of 100*l.* is in the hands of Robert Cresswell, of Idridgehay, bearing interest at 4 per cent. He pays 2*l.* a year to the schoolmaster, and 2*l.* a year is laid out in the purchase of linsey, which is given to the poor of this chapelry on St. Thomas's-day. The distribution of this and other charities given to the poor on the same day is under the directions of the said Robert Cresswell and Robert Carrington.

CHAMPION'S CHARITY.

Joseph Champion, by his Will, bearing date 4th August 1784, gave to the preaching minister and chapelwardens of Edale for the time being 70*l.*, to be paid out of his personal estate, upon trust, to place the same out on real or personal security at the best rate of interest that could be reasonably got for the same, and yearly for ever to pay one half of the interest arising therefrom to the schoolmaster as already stated, and to lay out the other half in the purchase of so many penny loaves of wheat bread as such interest should weekly amount to, and that they should distribute the said bread in the chapel of Edale immediately after divine service on Sunday mornings, to such number of poor people, inhabitants of Edale aforesaid, attending at such service, unless prevented by old age, or some other infirmity, as they should think fit.

Champion's
Charity.

The above sum of 70*l.* is lent to Robert Chapman at 5 per cent interest, on mortgage of an estate at Little Hucklow. Of the interest, one moiety is paid to the schoolmaster, and with the other moiety eight penny-worth of bread is provided and distributed to the poor of Edale at the chapel every Sunday. The small surplus is disposed of at the end of the year in the same manner.

BOWDON'S CHARITY.

By Indenture, bearing date 10th July 1819, and enrolled in the Court of Chancery on the 29th October in the same year, between Elizabeth Bowdon, of the one part, the Rev. Charles Cecil Bates, vicar of Castleton, the Rev. John Ibbotson, vicar of Hope, the Rev. John Hutchinson, curate of Edale, the Rev. Samuel Grundy, curate of Chapel-en-le-Frith, and John Champion, of Edale, of the other part, the said *Elizabeth Bowdon* granted to the said Charles Cecil Bates, and others, parties of the other part, and their heirs, a messuage at Whitmore-le-Booth, in Edale, and the following lands, viz. the yard at the back of the messuage; the Lane Piece; the lower part of the Kirkwood Field, as the same was then divided into two parts; the Sink Wain, and one sixth part of the Fold; containing in the whole by estimation six acres statute-measure; and the pews and seats, and all rights of foundershship in the chapel of Edale belonging to the said Elizabeth Bowdon, in respect of the said premises; common of Turbary upon Cowburn in the said township, and also two cottages at Whitmore-le-Booth, with the garden thereto belonging, and common of Turbary on the said Moss, in respect of the said tenements; and a plot of land, containing by estimation 3½ perches, in the village of Grindsbrook, bounded as therein described, upon trust, to permit the said Elizabeth Bowdon and her heirs to erect a school-house on part of the said lands, and

Bowdon's Charity.

Edale.

Bowdon's Charity,
continued.

suffer the same to be used as a school, for teaching poor boys and girls reading, writing, and arithmetic, and as a residence for the master of the said school, under the control of the said trustees; and on further trust, to let the said premises, except the school-house, for terms not exceeding 21 years in possession, and at the most improved yearly rents; and it was directed, that the said trustees should be for ever governors of the said school, and should from time to time make such rules for the management thereof (not altering the objects and nature of the said school) as to them should seem proper; and that they should appoint a schoolmaster by writing under their hands, so that he should reside in Edale during the continuance of his office, and be a member of the church of England; and that they should have power to remove such master as often as they should think proper; and also to nominate by writing under their hands such poor girls and boys to be instructed in the said school, and to expel the same, with or without cause assigned, as to them should seem proper; and it was further directed, that the said trustees should receive the rents of the said premises half yearly, and apply them as thereafter mentioned, viz.; that they should in the first place pay the rates and taxes of the said school, and the costs of the repairs thereof; and afterwards pay to the said schoolmaster a moiety of the clear rents of the said trust-estate, for instructing in English reading, writing, and arithmetic, so many poor girls and boys as the said trustees, on a calculation of the ordinary price of teaching, and with reference to the amount of the said moiety, and of the income which might be derived from the accumulated fund thereafter mentioned, or the other moiety of the said rents and profits, should think proper; and in the case of a vacancy of the office of a schoolmaster, she directed that the payments which should in the interval become due should be applied to the repairing of the school-house, or in improving the land, or be paid to the succeeding master as the trustees should think proper; and that the said trustees should pay the remaining moiety half-yearly to the widow unmarried (if any) of the curate of Edale; and after giving particular directions as to the disposal of the said last-mentioned moiety of the rents, if there should be two or more such widows of deceased incumbents, she directed that if there should be no such widow, the trustees should pay the said moiety to the said schoolmaster for the time being, provided, that if at any time during the first 21 years from the date of the said deed there should be no widow who by virtue of the trusts should be entitled to the said moiety, the said trustees should lay out the same in the public funds, and should also invest the dividends thereof in the same manner, to the intent that the same might accumulate; and she directed, that the said trustees should afterwards apply the dividends and produce of the said accumulated fund in such manner as thereinbefore directed concerning the moiety of the yearly rents and profits from which the accumulations should arise; and she directed, that there should be five continuing trustees; and that upon the death of the several vicars and curates above named, the vicar or curate of the same place respectively should be appointed a trustee in his place; and that upon the death of the said John Champion some other person of the name of Champion, being of kin to him, and residing within the said parish of Castleton, should be appointed in his stead; and that, if there should be no such person within the said parish of Castleton at the time of the death of the said John Champion, some other person should be chosen in his stead; and she directed that the said trustees should yearly make out an account in writing of the amount of the rents and profits of the said premises, and of all payments made on account thereof, and a statement of the amount of the said accumulated fund, to be signed by them, and that they should affix the same on the outer door of the chapel of Edale on the Sunday next after the feast of St. John the Baptist, there to remain during the whole of the said Sunday, for the purpose of being examined and inspected by all persons frequenting the said chapel.

Of the above-mentioned trustees, all of whom are still living, John Champion is the only one who has taken any part in the management of the charity, and he has on all occasions of doubt consulted Mrs. Bowdon.

The premises, with the exception of the school, and one of the cottages, are in the occupation of John Sidebottom, as yearly tenant, at a fair rent of 14*l.* per annum, to which it was reduced in 1823 from 16*l.* The cottage above mentioned is in the occupation of Matthew Marshall, nominally at the rent of 2*l.*, but the tenant is a poor man, and has paid no rent since May 1824. It is

stated that it is difficult to procure tenants for cottages at Edale, and that the trustees have thought it advisable to allow him to occupy the cottage, even though he pays no rent, rather than let it remain empty. There is also another cottage belonging to the trust which was unoccupied for some time, but it is now included in the premises let to Sidebottom.

Immediately after the establishment of the charity in 1819 it was found necessary to repair the farm-buildings, which were in very bad condition. These expenses amounted to 53*l.* 0*s.* 9*d.*, and as there has been no widow entitled to the benefit of the charity these expenses have been paid out of the moiety of the rents which was appropriated for the benefit of the widows, and which, according to the terms of the trust-deed, ought to have been suffered to accumulate; but as the repairs were absolutely necessary, and the application of any part of the rent to the instruction of poor children must otherwise have been suspended for a considerable time, this course was pursued with the consent of Mrs. Bowdon. The balance due to the widows fund at the time of our inquiry (September 1826) was 28*l.* 6*s.* 3*d.*, and it was intended to invest this sum as directed by the trust-deed. The moiety of the rent applicable to the education of poor children has been paid to the schoolmaster, as already stated under the head of the school. During the life of Mrs. Bowdon it has not been thought necessary to affix a statement of the accounts to the door of Edale chapel according to the provisions of the trust-deed.

Edale.
Bowdon's Charity,
continued.

ASHTON'S CHARITY FOR BOOKS.

In respect of this charity, which has already been noticed under the head of the school, books have been occasionally sent by William Sneyd, esquire, the acting trustee, which have been distributed amongst the poor of this chapelry.

Ashton's Charity
for Books.

GREEN'S CHARITY.

It is stated on a Table of Benefactions in the chapel that *Nicholas Green*, by his Will, bearing date 17th January 1700, left all his housing, lands, and tenements in White-Moor-le-Booth, in Edale, the yearly profits thereof to be equally divided between the poor of Edale and the poor of Peak Forest, to be distributed among them by Robert Wainwright, of Bagshaw, in the parish of Chapel-en-le-Frith, or his assigns, on every St. Thomas's-day for ever.

Green's Charity.

It does not appear that there has been any conveyance to new trustees since the death of the testator. Robert Carrington and Robert Cresswell now act as the trustees. The property supposed to have been derived from this donor is called Bowdon Fields, containing five acres of land, without any buildings thereon. These premises are let to George Sidebottom, as yearly tenant, at 5*l.* per annum. It is stated that the land has been improved by the tenant, and that a higher rent might now be obtained.

One moiety of this rent is transmitted for distribution in Peak Forest, the other moiety is paid to the said Robert Carrington and Robert Cresswell, who distribute the same on St. Thomas's-day at the chapel, with other charities, to poor persons of Edale not receiving relief, in sums varying from 2*s.* to 2*s.* 6*d.*

HOW'S CHARITY.

It is stated on the same Tablet that *Ellen How*, by her Will, bearing date 19th August 1702, gave the sum of 40*s.* per annum, charged upon a parcel of land called Little Cow Hay, in Crowden-le-Booth, in Edale, one moiety thereof to be paid to the preaching minister of Edale, and the other to be paid and distributed to the poor of Edale every St. Thomas's-day.

How's Charity.

The yearly sum of 40*s.* is paid by George Kirk Shut, the owner of the land called Little Cow Hay, and one moiety is distributed on St. Thomas's-day, with other charities, as above mentioned.

CRESSWELL'S CHARITY.

It is also stated on the Tablet above mentioned that *Thomas Cresswell*, by his Will, bearing date 12th March 1705, gave the sum of 10*s.* yearly to the preaching minister of Edale, and 10*s.* yearly to the poor of Edale, to be paid on St. Thomas's-day by Edward Ashton and Robert Carrington, their heirs and assigns, and charged the same upon two parcels of land, the one called the Boamford Steads, and the other the Back of the Ridge, in Crowden-le-Booth.

Cresswell's Charity.

Edale.

These several sums are paid by John Shut, the owner of the premises charged therewith, and the sum of 10*s.* given for the benefit of the poor is distributed as above mentioned.

HALL'S CHARITY.

Hall's Charity.

It is also stated on the same Tablet that *Thomas Hall*, by his Will, the date of which is not mentioned, gave a rentcharge of 20*s.* per annum, issuing out of a close or parcel of land called John Tylmorn, situate in Oller Brook Booth, in Edale, to be paid to Ottewell Kirk, Robert Carrington, Thomas Howe, and John Hadfield, and their heirs, for ever, on Good Friday and St. Thomas's-day, by equal portions, and to be by them distributed on such days to the poor in Edale.

This rentcharge is paid by William Taylor, the owner of the close charged therewith, and is distributed as above mentioned.

PURSGLOVE'S CHARITY.

Pursglove's
Charity.

Robert Pursglove, as stated on the same Tablet, by his Will, bearing date 29th October 1700, gave the sum of 20*l.* to Nicholas Cresswell, Thomas Low, and Edward Ashton, the interest thereof to be by them distributed to the poor of Edale every St. Thomas's-day for ever.

This legacy is in the hands of Robert Cresswell, who pays yearly 16*s.* as the interest thereof, which also forms part of the above-mentioned distribution on St. Thomas's-day.

GISBORNE'S CHARITY.

Gisborne's Charity.

The yearly sum of 5*l.* 10*s.* received by the incumbent of this chapelry in respect of the charity of the Rev. *Francis Gisborne*, is laid out in the purchase of flannel or coarse cloth, which is distributed by him amongst the poor of the chapelry on or about St. Thomas's-day.

BRAY'S CHARITY.

Bray's Charity.

The particulars of *Bray's* charity have been already stated under the head of the township of Castleton.

PARISH OF CHAPEL-EN-LE-FRITH.

SCHOOL.

Chapel-en-le-Frith.
School.

Dixon's Donation.—*Mary Dixon*, by her Will, bearing date 6th August 1696, and proved at Lichfield, devised to Henry Kirk, his son Arnold Kirk, Thomas Gee, and Thomas Mellor, all of the parish of Chapel-en-le-Frith, and their heirs, a messuage and tenement, with the lands, &c. thereto belonging at Horderon, in the said parish, (which were devised to her and her heirs by the will of her late husband, Edward Dixon, subject to the payment of a yearly rent-charge of 20*s.* to be distributed by certain trustees therein named to the poor inhabitants of the parish of Chapel-en-le-Frith on St. Thomas's-day yearly,) upon trust, that they should apply the clear rents and profits of the said premises, the above-mentioned rentcharge being first deducted, to the uses following; viz. 20*s.* thereof amongst the poorest inhabitants of the said parish, and to such of them as the said trustees should judge most indigent and fittest objects of charity, (the said several sums of 20*s.* to be paid yearly on St. Thomas's-day,) and the residue of the said rents and profits to the use and behoof of such schoolmaster, as should from time to time be authorized, approved of, and licensed, as well by the laws of this kingdom as by the allowance and consent of the said trustees, or the major part of them, to teach and instruct the children of the inhabitants of the said parish, as well petties and incipients as grammarians, and those that should have attained to further proficiency in learning.

It does not appear that any new trustees were ever appointed for this charity, and the premises above mentioned are supposed to be vested in Richard Kirk, esquire, as the representative of the survivor of those mentioned in the will.

The property at Upper Horderon is called Lee Field, and consists of a small house with outbuildings, and 17*A.* 1*R.* 20*P.* of arable and pasture, besides about five or six acres, which is described as brow, wood, and clough-land, and unproductive.

These premises are in the occupation of Adam Fox as yearly tenant, at the rent of 18*l.* Mr. Fox has been the tenant for about 26 years, the premises having

having been let to him about that period by Mr. Kirk, as the sole trustee of the charity. Previously to this letting the rent had been only 8*l.* it was then increased to 16*l.*, and a few years ago it was further increased to 18*l.* It was suggested to us that the present was an inadequate rent, but from the evidence laid before us as to the value of the land, it seems questionable whether it is capable of any material advance.

Robert Kirk's Donation.—It is stated on a tablet in the church that *Robert Kirk*, by Will, the date of which is not mentioned, gave a croft, called Hazle Croft, the rent thereof, in case his niece Mary Jackson should die without issue, to be paid yearly to the schoolmaster, who should teach in the school built in Cromwell Croft, on condition of his teaching three of the poorest sort of children yearly, and that he referred this to the discretion of the minister and churchwarden of the parish of Chapel-en-le-Frith.

A memorandum is added stating that Mary Jackson died on the 29th November 1763.

The Hazle Croft contains about three quarters of an acre. It is let from time to time by the incumbent, and is now in the occupation of Robert Bagshaw as yearly tenant, at a good rent of 2*l.* 10*s.* per annum.

The rents above mentioned (subject to the deduction of 2*l.* paid to the poor in respect of the gift of Mrs. Dixon and her husband,) are paid to the schoolmaster, who was appointed by Mr. Henry Kirk and Mr. Adam Fox, as agents for Richard Kirk, esquire.

The school was formerly kept in a building erected by subscription on a plot of land near the town, for which a small rent was paid to the proprietor; but about 20 years ago the whole of his estate, including these premises, was sold. The present master keeps the school in his own house.

In respect of the donations above mentioned 19 children are taught free in reading and writing, but when they are sufficiently advanced to learn arithmetic their names are removed from the list of free scholars, and others are appointed in their places. Of these children 16 are appointed in respect of Mrs. Dixon's donation by Mr. Fox and Mr. Henry Kirk, as agents for Richard Kirk, esq. and three are appointed by the incumbent and churchwardens in respect of Robert Kirk's donation.

The master has usually from 30 to 40 scholars; he is not competent to teach grammar, though it appears from Mrs. Dixon's will that she contemplated the establishment of a grammar-school.

It seems desirable that new trustees should be appointed for Mrs. Dixon's donation, as well as for several other charities hereafter mentioned, for which Richard Kirk, esq. who now resides in Wales, is supposed to be the only trustee.

As far as regards the school, it is more particularly desirable that there should be a certain number of disinterested persons living in the neighbourhood to act as trustees, and to undertake as well the management and letting of property, as the control over the master and scholars; and it appears to us, that considering the situation held by Mr. Fox, as acting in the trust for R. Kirk, esq. the land belonging to the charity has been improperly permitted to continue in his hands.

MARCHINGTON'S CHARITY.

John Marchington, by his Will, bearing date 20th November 1630, gave 20*s.* yearly to be paid to the parson and churchwardens of Chapel-en-le-Frith, on Friday three weeks after Ascension-day, for ever, for and towards the maintenance, education and schooling of five poor children of Chapel-en-le-Frith; the said 20*s.* yearly to be issuing forth of a messuage or burgage in Chapel-en-le-Frith.

The messuage charged with this payment appears from the title-deeds relating thereto to have been formerly called Bradley House. It is situate near the entrance to the church-yard, on the south-west corner, and is now the property of George Chapel, having been divided into two tenements.

The rentcharge of 20*s.* was paid to the master, who taught the school noticed under the preceding head, until 1818, when George Chapel first became interested in the premises, on his marriage with Clarissa Ibberson, who had purchased them in 1809. The rentcharge has since been demanded of him,

H h 3

Chapel-en-le-Frith.

School,
continued.

Marchington's
Charity.

but

Chapel-en-le-Frith.

Marchington's
Charity,
continued.

but he has refused to pay it on the ground that in the deed of sale to Clarissa Ibberson the premises were conveyed free of incumbrances without any exception of this rentcharge.

Upon inspecting the title-deeds it appears that the charge is not noticed in the deed of sale of 1809, but in all the previous deeds it is expressly mentioned, and from 1809 to 1818 the payment was regularly made by the tenant, and allowed to him by his landlord as a deduction from his rent.

Under these circumstances we apprehend that George Chapel cannot insist on behalf of his wife that she had no notice of the charge, supposing that would be a good defence; and that, as there is no doubt as to the identity of the premises, he is liable to make good the arrears now due, and to pay the rentcharge in future.

Until the payment was withheld some children were taught free in respect thereof, but the number did not amount to five.

BOWDEN HEAD SCHOOL.

Bowden Head
School.

There is a small dwelling-house in the village of Bowden Head, in this parish, which is stated to have been built by subscription for the residence of a schoolmaster or schoolmistress upwards of 50 years ago. This house, with a garden adjoining, is now occupied by a schoolmistress rent-free, and we are informed that she keeps the premises in repair at her own expense, and that they are now in good condition.

The endowment for the support of the school kept on these premises is derived from the gift of Mary Bagshaw and John Frith.

Mary Bagshaw, wife of William Bagshaw, of Ford, by her Will, bearing date 30th May 1749, and proved in the Prerogative Court of Canterbury in 1758, directed that her trustees should pay into the hands of her husband the sum of 100*l.* which she directed should, if the laws of this realm would so permit, be laid out in the purchase of lands to him and his heirs, upon trust, that the rents and profits thereof should be yearly applied by her said husband and his heirs for such person or persons as he or they should think fit, for the teaching of eight children of such of the poor inhabitants of the parish of Chapel-en-le-Frith, as should have legal settlements within the said parish, to read, the said eight children to be nominated from time to time by her said husband and his heirs, or if such purchase of lands and the application of the rents and profits thereof should be repugnant to the laws of this realm, then, and until such purchase could be made, she directed that the said 100*l.* should be placed out at interest upon government or real securities, by her said husband, with the consent and approbation of her said trustees, and that the interest thereof should be yearly paid unto such fit person as should teach eight such poor children to read as aforesaid.

The above-mentioned legacy of 100*l.* has been for many years in the hands of Mrs. Catherine Bagshaw, of Ford, who pays 4*l.* 4*s.* annually, as the interest thereof.

With respect to the gift of John Frith, we are informed that on the death of John Frith, in 1782, the sum of 20*l.* which he had given to the Bowden Head school, was received by the late Samuel Needham, on whose death this sum came into the hands of Robert Needham, who still holds it, and pays 16*s.* yearly as the interest thereof.

The several sums of 4*l.* 4*s.* and 16*s.* making up 5*l.* are paid to the schoolmistress above mentioned, who was appointed by Mrs. Bagshaw, and for this payment she instructs 14 children, appointed from the neighbouring parts of the parish by Mrs. Bagshaw and Mr. Needham; all the children are taught reading, and the girls knitting and sewing.

WALKER'S CHARITY.

Walker's Charity.

It is stated on a tablet in the church that *William Walker* in 1625 bequeathed 40*l.* to the poor of this parish, which was laid out in the purchase of land.

The land alluded to is situate in this parish, and is called Lesser Lane, it contains about 2*A.* 3*R.*, and is in the occupation of Joseph Green, as yearly tenant, at a fair rent of 4*l.* per annum.

The letting of the land is under the management of the churchwardens and overseers, who receive the rent, and dispose of it as hereinafter mentioned, with the produce of the five following charities.

BOWDEN'S CHARITY.

It is further stated on the same tablet that *George Bowden*, in 1633, left to Chapel-en-le-Frith. the poor, in land, 2*l.* per annum.

This donation is also mentioned in the Parliamentary Returns of 1786, as Bowden's Charity. land producing 2*l.* per annum, vested in Thomas Gisborne.

The yearly sum of 2*l.* is paid as a rentcharge issuing out of a pasture-field in Upper End, in the township of Wormhill, in the parish of Hope, belonging to the Rev. Thomas Gisborne.

BRADSHAW'S CHARITY.

It is further stated on the same tablet that *Francis Bradshaw*, in 1635, left to the poor, in land, 10*s.* per annum. In the Parliamentary Returns, this donation is mentioned as land vested in Smith and Bowles.

Bradshaw's
Charity.

The yearly sum of 10*s.* is paid as a rentcharge issuing out of an estate called Bradshaw Hall, in this parish, the property of ——— Bowles, esq.

DAIN'S CHARITY.

It is further stated on the same tablet that *Edward Dain*, in 1699, left to the poor, in land, 10*s.* per annum. In the Parliamentary Returns this donation is mentioned as land vested in Ralph Dain.

Dain's Charity.

The yearly sum of 10*s.* is paid as a rentcharge, issuing out of a piece of land called Broad Lee, in this parish, which was purchased by the governors of queen Anne's bounty, for the augmentation of the curacy of Baslow.

VERNON'S CHARITY.

On another tablet in the church it is stated that *John Vernon*, who died in 1730, after the death of his wife Dorothy Vernon, left 10*s.* a year to the poor of this parish, and charged it upon his estate at White Hills. In the tablet before mentioned this charity is noticed as given to the poor "in land," in the same terms as the preceding charities.

Vernon's Charity.

The yearly sum of 10 *s.* is paid by Josiah Bradbury, the owner of an estate called White Hills, situate in this parish.

MOSLEY'S CHARITY.

In the tablet first above mentioned there is noticed, under the date of 1704, a yearly sum of 18*s.* paid by James Carrington for Mosley's Charity, and in the Parliamentary Returns of 1786 the amount of the donation is stated to have been 20*l.*

Mosley's Charity.

This sum was probably part of the sum derived under the will of Francis Mosley, the particulars of which will be stated hereafter.

The sum of 20*l.* is supposed to have been laid out in the purchase of a rentcharge of 18 *s.* issuing out of certain land called Broken Banks, in this parish, late the property of Mr. James Carrington, and 18*s.* yearly is now paid by ——— Gawthorne, esq. who is in possession of the land as mortgagee.

The produce of the six preceding charities, amounting to 8*l.* 8*s.* a year, is distributed annually, at a vestry held on St. Thomas's-day, amongst such poor persons of the parish as are thought proper objects of charity, and do not receive weekly relief, in sums varying from 1*s.* to 2*s.* 3*d.*

The same persons are also appointed to receive a portion of the charities of Gee and others, which are distributed at the vestry at the same time, so that in fact they receive altogether from 2*s.* to 4*s.* 6*d.* each.

GEE'S CHARITY.

Francis Gee, by his Will, bearing date 1st October 1679, gave to his wife, Elizabeth, and her heirs, his messuage, land and housing, at Roeside, in the parish of Chapel-en-le-Frith, they paying thereout yearly for ever the sum of 20*s.* to Thomas Gee, Samuel Bagshaw, and John Bagshaw, in trust, for pious and charitable uses, to be disposed of within the said parish on or before the 21st December yearly; with a power of distress to the said trustees in case of nonpayment.

Gee's Charity.

This rentcharge is paid by the tenant of a field, called Roeside Meadow, in this parish, the property of Samuel Lowe, to Adam Fox, as the agent of Richard Kirk, esq. Mr. Kirk being considered the only trustee for the distribution of this and the two following charities.

DIXON'S CHARITY.

Chapel-en-le-Frith.

Dixon's Charity.

In our account of the school we have given an abstract of the will of *Mary Dixon*, whereby she gave certain lands for the support of the school, subject to the payment of 20s. yearly, to the poor, under the will of her late husband, Edward Dixon, and of the further sum of 20 s. to the poor as her own gift.

These several sums are also distributed by Mr. Adam Fox, the tenant of the land, as hereafter mentioned.

GASKELL'S CHARITY.

Gaskell's Charity.

Francis Gaskell, by his Will, bearing date 16th June 1718, (as recited in the indenture hereafter mentioned), bequeathed to the minister and poor of Chapel-en-le-Frith 100*l.*, the use thereof to be paid as follows, viz. 20s. yearly to an orthodox minister at Chapel-en-le-Frith; 40s. yearly to the poor of Bradshaw Edge; 20s. yearly to the poor of Coombes Edge; and 20s. yearly to the poor of Bowden Edge; to be distributed and paid at the discretion of Arnold Kirk and Ralph Gee, and their heirs, whom he appointed his trustees, with directions that in case one of the trustees should die and have no heir capable of acting, the survivor should nominate an assistant till the heir should be capable of acting.

The above abstract is taken from the recital contained in an Indenture bearing date 31st January 1722, between Thomas Shuttleworth, of the one part, and the said Arnold Kirk and Ralph Gee and seven others, of the other part, whereby, reciting the said will, and further reciting that several freeholders and others had subscribed to the building a house for the residence of the minister and his successors; and that the said Arnold Kirk and Ralph Gee had agreed to pay towards the charge of the said building the sum of 20*l.*, part of the above-mentioned legacy, provided that the said house should remain as a security for the payment of 20s. a year, due to the said minister under the said will, the said Thomas Shuttleworth, for the consideration therein mentioned, conveyed to the said Arnold Kirk and others, and their heirs, a piece of land lying in Chapel-en-le-Frith, on part whereof the said house for the said minister was then built, for the use of the minister of the said parish and his successors for ever; and it was provided that the said house should for ever stand as a security for the said legacy of 20*l.*

The residue of the legacy, being 80*l.* is now in the hands of Mrs. Catherine Bagshaw, widow, of Ford Hall, who pays 4*l.* per annum, as the interest thereof, to Mr. Adam Fox, as the agent of Richard Kirk, esq.

The produce of this and of the two preceding charities, amounting in the whole to 7*l.* per annum, is distributed by Mr. Fox, at the vestry, on St. Thomas's-day, amongst the same persons as receive the benefit of the above-mentioned charities of Walker and others.

The benefit of these charities is extended to the whole parish, which consists of the three divisions mentioned in the will of Francis Gaskell.

THOMAS BARBER'S CHARITY.

Thomas Barber's
Charity.

It is stated in the Parliamentary Returns of 1786, that *Thomas Barber*, by Will, in 1687, gave to the poor of this parish land vested in Albany Wallis, producing 2*l.* per annum.

The yearly sum of 2*l.* is paid as a rentcharge issuing out of an estate called Clough, in this parish, the property of Mrs. Catherine Bagshaw, widow.

This sum is carried to one fund with the charities hereafter mentioned, for providing woollen cloth for the poor.

MOSLEY'S CHARITY.

Mosley's Charity.

Francis Mosley, by his Will, bearing date 24th January 1704, and proved at Lichfield, gave to the use of the poor of the parish of Chapel-en-le-Frith, the residue of a sum of 600*l.*, and of all other his personal estate, after his debts, legacies and funeral expenses should be discharged and paid, to be laid out at the discretion of his executors, German Buxton and James Carrington, and the survivor of them, and his heirs, either at interest, or in land, the annual produce thereof to be applied in buying convenient clothes for the oldest and most decrepid poor people, either male or female, within the said parish, at such days or times in the year, but at Christmas if possible, as to his executors or the survivor of them and his heirs should seem most meet and convenient.

We

We have not been able to discover what was the amount of the residue of the testator's personal property, which under his Will became applicable, for the benefit of the poor. It appears however that the two several sums, of 50*l.*, and 20*l.* were appropriated by his executors to this purpose, the sum of 150*l.* having been laid out in the purchase of land as hereafter mentioned, for the benefit both of the incumbent and of the poor, the rent of which land has been divided in the proportion of two thirds to the former, and one third to the latter; and the sum of 20*l.* having been secured, as it is supposed, on lands formerly belonging to James Carrington, one of the executors, as mentioned in a preceding page.

Chapel-en-le-Frith.
Mosley's Charity,
continued.

The conveyance of the land above mentioned was by Indenture of Feoffment, bearing date 18th June 1717, between John and Anthony Carrington, of the first part, Thomas Bagshaw, of the second part, and Robert Middleton and others, (who were made parties merely for the purpose of delivering possession), of the third part, whereby, reciting that Francis Mosley by his will of the date above mentioned had given to the curate and poor of Chapel-en-le-Frith 150*l.*, the said John and Anthony Carrington, in consideration of 150*l.* conveyed to the said Thomas Bagshaw and his heirs three closes in Chapel-en-le-Frith, called Whickeside otherwise Rushup, "reputed to be one eleventh part thereof, formerly called by the name of a Neighbourship."

No trusts are declared in this deed, and we have been unable to find any subsequent conveyance thereof, but it is probable that a conveyance was executed to the executors above named, or to the survivor of them, and the representative of the deceased executor, as we find that a lease of the premises, bearing date 31st December 1729, was granted by John Buxton and James Carrington for a term of 41 years.

The premises consist of somewhat less than 30 acres of land, called Rushup Edge, now in the occupation of Thomas Bennett, as yearly tenant, at a high rent of 28*l.* 10*s.*; two thirds of the rent are paid to the incumbent for the time being, and the remaining third, amounting to 9*l.* 10*s.* is received by the parish-officers, and is carried to the fund for providing the poor with woollen cloth, as hereafter mentioned.

PARISH LAND.

There is also carried to the same fund the rent of a piece of land near the workhouse, containing about 1 acre and a half, which was inclosed from the waste upwards of 20 years ago by the parishioners.

Parish Land.

This land was, for several years after the inclosure thereof, given up to the governor of the workhouse; it was subsequently resolved to let the land, and to apply the rent for the benefit of the poor. It is now in the occupation of Francis Frith, at a high rent of 6*l.* per annum.

From the sources above mentioned, viz.

From Thomas Barber's charity	-	-	-	-	-	£.	s.	d.
From rent of Rushup Edge, (Mosley's charity)	-	-	-	-	-	2	-	-
Parish land	-	-	-	-	-	9	10	-
And from Wood's charity hereafter mentioned	-	-	-	-	-	6	-	-
	-	-	-	-	-	2	-	-

woollen cloth and linsey is provided and distributed amongst the poor of the parish, at the discretion of the vestry annually on St. Thomas's-day.

WILLIAM BARBER'S CHARITY.

William Barber, by his Will, bearing date 4th February 1666, and proved at Lichfield, as to the residue of his personal estate, directed that one third part should go to his executors, viz. his wife, and John Heywood, and he gave them power to dispose of the same in such way as counsel should think meet for pious or charitable uses for Chapel-en-le-Frith.

William Barber's
Charity.

By an Award, bearing date 16th December 1728, made by John Hall and four others, churchwardens and overseers of the poor of the parish of Chapel-en-le-Frith, reciting that controversies had arisen concerning the distribution of 4*l.* 2*s.* the yearly interest of the sum of 82*l.* which was assigned for the third part of the goods and chattels of William Barber, and by his will bequeathed for charitable uses, and that the said sum of 82*l.* was admitted by Robert Middleton and Arnold Kirk, who were trustees for the distributing the interest thereof, to be in the hands of themselves, or of others to whom they

Chapel-en-le-Frith.

William Barber's
Charity,
continued.

had lent it at interest, and that disputes had more particularly arisen as to the disposition of 20*s.* a year, part of the said sum of 4*l.* 2*s.*, the said Robert Middleton, and Arnold Kirk, having for several years given the said sum of 20*s.* to a dissenting minister, contrary, as was alleged, to the will of the said William Barber, and that, for the reconciling the said disputes, and that a due distribution of the said yearly sum of 4*l.* 2*s.* might be had in future, according to the intention of the said William Barber, the whole matter had been submitted to the award of the said arbitrators; the said arbitrators, after stating that they apprehended the intention of the said William Barber was, that the third part of the said goods and chattels given by him to charitable uses was intended by him for the benefit of a church minister, that should serve the cure of the parish church of Chapel-en-le-Frith, and to the use of the poor of the same parish, and not for the benefit and advantage of a Presbyterian minister, awarded that the parson of the said parish and his successors should receive yearly, on St. Thomas's-day, the sum of 1*l.* 5*s.*, part of the said yearly sum of 4*l.* 2*s.*, and that the sum of 2*l.* 17*s.* the residue thereof, should be yearly distributed amongst the poor of the town and parish of Chapel-en-le-Frith by the trustees for the said charity; and they further awarded that the parson and his successors, ministers of the said parish, should yearly, on St. Thomas's-day, read prayers and preach a sermon in consideration of the said sum of 1*l.* 5*s.* and in commemoration of the donor of the charity.

Of the sum of 82*l.* belonging to this charity a part appears to have been lost above 40 years ago, whereby it became reduced to 67*l.* This sum was for several years secured on mortgage, and 3*l.* per annum was paid as the interest thereof. In 1825 the mortgage was paid off, and the sum of 67*l.* was delivered to Samuel Frith, esq. in whose hands it still remains, he having acted as the sole trustee for this charity for a long period.

Of the yearly sum of 3*l.*, 1*l.* 5*s.* per annum has been paid to the incumbent, no deduction having been made, on account of the loss above mentioned, from the sum awarded to him; and with the residue thereof, and a portion also of the yearly proceeds of Frith's charity hereafter mentioned, he has purchased woollen cloth and linsey, and distributed the same on St. Thomas's-day amongst poor persons of the parish of Chapel-en-le-Frith. The list of the persons to whom the distribution has been made has been transmitted to the vestry held on St. Thomas's-day, in order that the same persons may not be inadvertently appointed to receive the benefit of the other charities.

Mr. Frith has not kept any account of the money he has expended in clothing, but it appears that the amount has never fallen short of the sum applicable to this purpose, and has frequently exceeded it.

When the principal sum of 67*l.* was paid into Mr. Frith's hands he made no engagement as to the amount of the interest which he should pay, but it has been considered that he is to pay the same as was received under the mortgage.

It seems desirable for the proper regulation of this charity that new trustees should be appointed by Mr. Frith to act with him; that the sum of 67*l.* should be invested in the funds, or placed out at interest on some other good security; and that a regular account should be kept of the application of the proceeds thereof.

WOOD'S CHARITY.

Wood's Charity.

Samuel Wood, by his Will, bearing date 12th May 1763, gave to the Rev. John Byron, and Edward Bennet, 200*l.* upon trust, that they and their executors should place the same out on the best security, and should lay out one fourth part of the interest thereof in wheaten bread, and distribute the same on each Sunday in the year, by equal proportions, in the parish church of Chapel-en-le-Frith, amongst the poor widows and fatherless children of or belonging to the said parish, not receiving pensions or weekly pay; and that they should lay out one other fourth part in wheaten bread, and distribute the same on each Sunday, in the protestant dissenting chapel, called Chinley Chapel, amongst the poor widows and fatherless children of and belonging to the said parish not receiving pensions or weekly pay; and that they should pay one other fourth part thereof to the protestant dissenting minister of Chinley Chapel, for permitting six poor widows to sit on the north side of Chinley Chapel, rent or seat-free; and that they should lay out the remaining one-fourth part in woollen cloth, and distribute the same yearly for ever to the poor of and belonging to the hamlet of Bowden Edge; and he further directed,

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that

that when one of his trustees should die, the survivor should by writing under his hand and seal appoint another fit person to be trustee, and so from time to time for ever.

In respect of the legacy of 200*l.* above mentioned the trustees named in the will received from the executors two securities for 100*l.* each on the tolls of the turnpike-road from Nottingham to Newhaven.

Upon the death of Edward Bennet, Henry Kirk was appointed a trustee, and on Mr. Byron's death, the Rev. Samuel Grundy was appointed.

The interest on the turnpike securities has been paid irregularly; in some years nothing has been received, and in others, sums of 8*l.*, 9*l.*, 10*l.* or 12*l.* on account. In February 1826, 10*l.* was paid as for one year's interest, due at Christmas 1824, and it is understood that the amount of one year's interest will be paid in future every year, at the rate of five per cent.

The interest hitherto received has been applied in manner following:—the sum of 2*l.* 10*s.* has been paid to the minister of the dissenting chapel at Chinley, for permitting six poor widows to sit in the chapel rent free; a sum usually amounting to about 2*l.* has been added to the fund, out of which woollen cloth is provided for the poor and distributed at the vestry on St. Thomas's-day as above mentioned, and with the residue bread has been provided weekly whenever there has been money in hand, one half of the bread has been sent to Chinley chapel, and disposed of by the minister there, and the other has been distributed by the churchwardens in the parish-church.

From the accounts produced to us, it appeared that on the 15th February 1826, there was a balance in hand of 3*l.* 1*s.* 1*d.* applicable to the payment for bread then in course of distribution.

HIBBERT'S CHARITY.

It is recorded on a tablet in the church, that *Thomas Hibbert*, who died in 1676, by his Will, gave 60*l.* the interest thereof at five per cent. being 3*l.* to be applied annually for the purpose of binding a poor child a parish apprentice, and to be paid to the overseers of the poor of the townships of Fernilee, Taxal, Coombs Edge, and Whaley, in rotation, and that he charged "the said annual rent-charge of 3*l.*" upon his estate at Folds, in the township of Fernilee.

The estate called Folds is now the property of James Beech, esq. and his tenant pays the sum of 3*l.* to the overseers of this parish every fourth year.

This sum with the produce of other charities hereafter mentioned, is applied in placing out apprentices poor children of the parish generally, without any distinction in favour of the division of Coombs Edge.

MARSHALL'S CHARITY.

On another tablet in the church it is stated that *Thomas Marshall*, by his Will, bearing date 8th August 1703, gave the sum of 100*l.* the interest thereof to be paid yearly, one half to the minister in priests orders, in Chapel-en-le-Frith, and the other half to the overseer of Coombs Edge, to put out yearly a poor child as an apprentice.

The sum of 100*l.* appears to have been laid out towards building a central gallery at the west end of the parish church, the pews in which are let at rents amounting to 9*l.* a year, of which 4*l.* 10*s.* is received by the minister, and the like sum by the parish officers, by whom it is applied, with other charities, as hereafter mentioned, in binding out apprentices.

KIRK'S CHARITY.

Henry Kirk, by his Will, bearing date 8th March 1703, and proved at Lichfield, gave to his nephews, Thomas Kirk and Henry Kirk, all his personal estate, and devised to his said nephews, and their heirs, his capital messuage at Eaves, in the parish of Chapel-en-le-Frith, with the lands, closes, &c. thereto belonging, upon condition that in respect thereof they should pay, amongst other things, the sum of 100*l.* to the trustees thereafter named, for the placing forth of two of the poorest male children of the parish of Chapel-en-le-Frith yearly, to be put apprentices; and he left the said 100*l.* in trust with his said nephew, Henry Kirk, his son Arnold Kirk, and his other nephews, Peter Gaskell, Thomas Kirk, and Henry Kirk, of Halsteads, the interest or yearly profit thereof to be laid out for the binding forth two of the poorest male children yearly, for ever, apprentices in husbandry or other manual occupations;

Chapel-en-le-Frith.

Kirk's Charity,
continued.

and he directed that whenever any of the trustees should die the survivors should appoint another, and that the said sum of 100*l.* should be laid out in lands as soon as conveniently could be.

Henry Kirk, of Eaves, by his Will, bearing date 25th August 1731, (enrolled for safe custody in the Court of Chancery on 15th September 1735,) devised all his messuage, lands, and tenements at the Eaves to his nephew Henry Kirk, and his heirs, after the death of his wife, and directed that the same should stand chargeable with the payment of 5*l.* per annum out of the yearly rents, for the placing forth two apprentices in the parish of Chapel-en-le-Frith, as the same was appointed by the deed or will of his uncle, Henry Kirk.

It does not appear that any fresh appointment of trustees has taken place since the death of the donor, and Richard Kirk, esquire, is supposed to be the representative of the survivor of those named in his will.

Henry Kirk is the owner of the estate called Eaves, situate in the parish of Chapel-en-le-Frith, and in respect thereof he pays 5*l.* per annum to the overseers whenever it is required by them for the purposes of the apprentice-fund, hereafter mentioned. At the time of our inquiry this rentcharge had not been demanded for two or three years.

FRITH'S CHARITY.

Frith's Charity.

John Frith, by his Will, bearing date 8th April 1775, and proved at Lichfield in 1782, gave to Peter Steel, Samuel Frith, and the Rev. John Byron, the sum of 125*l.* upon trust, that they and the survivor of them, and the executors of such survivor, should place the same out on good security, and apply one half of the clear interest towards putting out one of the poorest boys belonging to the parish of Chapel-en-le-Frith an apprentice, and the remaining part thereof in woollen cloth, to be given by them yearly, for ever, to the poor of and belonging to the parish of Chapel-en-le-Frith on St. Thomas's-day; and he directed that as soon as any one of his said trustees should happen to die the survivors should, by writing under their hands and seals, nominate some other fit person to succeed him, and so from time to time for ever.

Samuel Frith, esq. has been for a long period the only surviving trustee of this charity.

The legacy of 125*l.* has been in his hands from the time of the testator's death, and he has held himself accountable for interest, at the rate of five per cent, but it does not appear that he has given any security or written acknowledgment for the money.

One moiety of the interest has been applied in clothing for the poor, as already stated in our account of William Barber's charity. As to the other moiety of the interest, we are informed that Mr. Frith has paid the amount thereof from time to time, for placing out apprentices poor children of the parish whenever he has been called upon by the overseers, but that for the last seven years no application has been made to him for this money. Mr. Frith states that he has kept no account whereby the exact balance due to the charity might be ascertained; but it appears that for the interest, even for the last seven years, he is indebted 21*l.* 17*s.* 6*d.*

It seems necessary that new trustees should be appointed for this charity, and that regular accounts should be kept, and that the principal sum of 125*l.* should be invested in the Funds, or placed out on some other good security. Mr. Frith has expressed his readiness to take immediate steps for carrying these suggestions into effect.

The annual income applicable to the purpose of placing out apprentices from the charities above mentioned is as follows:

	£.	s.	d.
Thomas Hibbert's, 3 <i>l.</i> every fourth year, or per annum	-	-	-
Thomas Marshall's, per annum	-	-	-
The above are for the benefit of poor children of the District of Coombs Edge.			
Henry Kirk's, per annum	-	-	-
John Frith's	-	-	-
	£.	13	7 6

The system adopted by the overseers in placing out apprentices from these charities has been to select such poor children as have been fit to be placed out,
and

and to find situations for them. The amount of the premium has usually varied from about 2*l.* 10*s.* to 5*l.*; and if the overseers have not any money in hand applicable to this purpose they apply for so much as is required either to Mr. Henry Kirk, or to Mr. Frith, on account of the charities to which they are respectively liable. Of late years very few children have been bound out, from an erroneous idea that unless an *ad valorem* stamp was affixed to the indenture the child must be placed out as a parish apprentice; but as the overseers are now aware that such stamp is not required when the premium and the whole expenses of the indentures are defrayed from the funds of a charity, it is to be hoped that immediate steps will be taken for applying the arrears now due, and the annual income in future according to the directions of the several donors.

Chapel-en-le-Frith.

Frith's Charity,
continued.

FROST'S CHARITY.

Mary Frost, by a codicil to her Will, bearing date 18th February 1755, bequeathed to William Bossley, James Groves, Charles Frith, and Jasper Frith, 200*l.* upon trust, that they and the survivors and survivor of them, his executors, &c. should place the same out upon the best security that could be had for the same, and apply one moiety of the interest yearly in binding out apprentice one or more boys of the poorest and most needy inhabitants of and belonging to the hamlet of Sheldon, to some honest trade or calling, and the other moiety in binding out apprentice one or more boys of the poorest and most needy inhabitants of and belonging to the parish of Chapel-en-le-Frith, in like manner; with directions that when the trustees should be reduced to two, the survivors should choose two other honest and discreet persons to succeed, by some instrument in writing under their hands and seals.

Frost's Charity.

In the Parliamentary Returns of 1786 it is stated that the sum of 100*l.* given by *Mary Frost* to this parish was then vested in Samuel Frith, esq. and on a tablet in the church it is stated that this sum of 100*l.* was laid out on a mortgage of land at Waterfall, in the parish of Alstonefield, Staffordshire.

We have applied to the above-mentioned Mr. Samuel Frith, but we have not been able to obtain any information whatever on the subject, or to discover any evidence of payment in respect of this charity.

RADCLIFFE'S CHARITY.

John Badiley Radcliffe, by his Will, bearing date 15th May 1784, and proved at Lichfield, reciting that he was entitled to the sum of 847*l.* on bond, being a provision made for him from the estate and effects of his grandfather Badiley, which was promised to be paid on the 24th of June then next, directed that the sum of 350*l.* part thereof, should be paid to his father Thomas Radcliffe and Thomas Waterhouse, of Sudehill, in the parish of Glossop, their executors and administrators, in trust, to place the same out at interest on land security, and apply the sum of 10*l.* 13*s.* 4*d.* part of the yearly interest thereof, for the benefit, of the poor of Peak Forest; the poor of the parish of Chapel-en-le-Frith; the poor of Great Hamlet, Phoside, and Kinder; and the poor of Beard, Ollerset, Whittle, and Thornset, in the parish of Glossop, in such manner as his said trustees should think proper, and which he left as a satisfaction for, and to establish and perpetuate, his part or share of the charity mentioned to be charged on the property given to him by the will of Sarah Bower, deceased, and he directed that the remainder of the said yearly interest should be for the benefit of the poor of Beard, Ollerset, Whittle, and Thornset.

The charity above alluded to, as intended to have been established by Sarah Bower, was void under the statute of 9 Geo. 2. c. 36.

The sum of 350*l.* is secured on certain houses in the township of New Mills and in Whittle, in the parish of Glossop, belonging to Abraham Whittaker, which by Indentures of Lease and Release, bearing date 24th and 25th May 1823, he conveyed in fee by way of mortgage, for securing the above-mentioned sum, with interest, to Thomas Waterhouse, Samuel Waterhouse, and John Marriott, the executors of Thomas Waterhouse, who was the surviving executor named in the will of John Badiley Radcliffe.

Interest at the rate of 4½ per cent is received by Mr. Thomas Waterhouse, and he distributes the amount in the following manner:

On St. Thomas's-day he goes to Peak Forest, and from thence to Chapel-en-le-Frith, and to the Chapelry of Hayfield, which comprises Great Hamlet, Phoside, and Kinder; at each of these places he meets the respective overseers,

Chapel-en-le-Frith.
 Radcliffe's Charity,
continued.

and according to their recommendation, he distributes amongst the poor in each of the three places above mentioned the sum of 2*l.* 13*s.* 4*d.* selecting such only as do not receive weekly relief. On the second Wednesday in the ensuing month of January he goes to the township of New Mills, and distributes the residue of the interest amongst poor persons of the same description, of that township, which comprises Beard, Ollerset, Whittle, and Thornset, as are recommended by the township officers. The sums received by each family usually vary from 6*d.* to 3*s.*

SCHOLES'S CHARITY.

Scholes's Charity.

Elizabeth Scholes, by her Will, bearing date 5th October 1734, directed that a sum of 52*l.* should be, by her executors Sarah Eliston, Robert Bowker, and Robert Livesey, put out, and the interest paid to the churchwardens for the time being of the township of Chapel-en-le-Frith, and laid out in buying 12 manchets or loaves weekly, to be distributed every Sunday immediately after morning service, in the church, to such poor housekeepers and poor children as should attend that service, as the churchwardens should think proper objects.

Further particulars of this charity will be found in our account of the charities in Manchester, 16th Rep. p. 173.

The yearly sum of 50*s.* is transmitted to the churchwardens of Chapel-en-le-Frith, who provide therewith six twopenny loaves on 50 Sundays in the course of the year, which they distribute to the poor in the church.

NEEDHAM'S CHARITY.

Needham's Charity.

In our account of the charities in Castleton we have stated such particulars relating to the charity of Samuel Needham as we have been able at present to obtain.

The yearly sum of 2*l.* to which this parish is entitled is laid out by Mr. Robert Needham in the purchase of linen cloth. This he sends to the incumbent about the 14th February, who distributes the same amongst the poor, with the assistance of Mr. Henry Kirk, and sends to Mr. Needham a list of the persons who receive the benefit of the charity.

GISBORNE'S CHARITY.

Gisborne's Charity.

The annual sum of 5*l.* 10*s.* received in respect of the charity of the Rev. *Francis Gisborne*, is laid out by the minister in the purchase of flannel or woollen cloth, which he distributes to the poor at the vestry on St. Thomas's-day.

SUITE'S CHARITY.

Suite's Charity.

On a tablet in the church it is stated that Dorothy Suite, died in 1670, and left 20*l.* the interest thereof to be given to pious and charitable uses, at the discretion of Samuel Bagshaw, of the Ford, and John Bagshaw, of Courses, on St. Thomas's-day, which sum it is stated was then (1700,) in the hands of the said John Bagshaw.

We have not been able to obtain any further information as to this charity.

PARISH OF GLOSSOP.

WHITFIELD SCHOOL.

Glossop.
 Whitfield School.

By Indentures of Lease and Release, bearing date 10th and 11th January 1779, and enrolled in the court of Chancery 23d March following, between Joseph Hague, esq. of the one part, and John Hague, John Harrison, and seven others, of the other part, reciting, that the said Joseph Hague had lately erected a building on a plot of land at Whitfield, which was intended to be used as a school, and for the residence of a schoolmaster, for the instruction of poor children within the parish of Glossop, and that he had proposed to settle the said building, with the ground adjoining, and the messuage and farm thereafter mentioned, for the benefit of the said schoolmaster, the said Joseph Hague conveyed to the said John Hague, and others, parties of the second part, and their heirs, the said messuage or dwelling-house lately erected by him in Whitfield;

Whitfield; and also a messuage and tenement at Low Loughton in Bowden Middlecale, in the parish of Glossop, and the several fields thereto belonging, the names and quantities of each being therein particularly mentioned, the said fields containing in the whole 7A. 2R. 9P. Cheshire-measure, upon trust, that they should in the first place pay all rates and taxes, and that so long as the person who should be appointed schoolmaster should continue to officiate there, and should observe the rules thereafter expressed, they should permit him to reside in the said school-house, and should pay to him the clear rents and profits of the said premises; and it was provided, that the said Joseph Hague should have the nomination of the schoolmaster during his life, and that after the death, resignation, or discharge of such person as should be schoolmaster at the death of the said Joseph Hague, the said trustees should assemble in the said school on some convenient day within the space of two months, and should appoint such other person to be schoolmaster there as they or the major part of them, not being less than four in number, should elect, and that the same course should be pursued from time to time upon every vacancy; and it was further provided, that on the death of any four of the trustees the survivors should in like manner assemble and elect four substantial inhabitants of the parish of Glossop, as the said survivors, or the major part of them, not being less than three, should think fit; and that the election of every trustee should be entered in a book to be provided for that purpose, such entry to be signed by the trustees concurring in such election, and that such new trustee should thereafter have all the powers of a trustee as fully as if he had been originally named in the said indenture; and that when the said trustees should be reduced to five, they should not do any act relative to the trust, except in the election of new trustees, until a sufficient number should be elected to make up the number originally appointed; and it was further provided, that notice should be given of the meetings of the trustees on all occasions in the manner therein particularly mentioned. And it was agreed, that the trustees should have power to lease the lands at Low Laughton for any term not exceeding 11 years, without fine, and at the most improved yearly rent; and it was declared, that the schoolmaster should instruct all the children resident within the said parish of Glossop, not being under the age of four years, which should be sent to him, in the English language, writing and arithmetic, and in the church catechism; and directions were therein given as to the hours when the school should be opened and closed, and as to the holidays to be kept; and forasmuch as the clear rents and profits of the said premises were not sufficient for the entire maintenance of the schoolmaster, it was agreed that for every child sent to be instructed at the said school the sum of one penny a week should be paid to the said schoolmaster. And power was given to the said trustees, in case of misconduct or neglect on the part of the schoolmaster, to declare that he had forfeited his place, and to withhold from him the rents and profits of the said premises, and to appoint another master in his stead, with particular directions as to the mode in which the trustees should in such case proceed. And it was further directed, that the trustees should appoint a proper person to receive the rents of the said estate half-yearly, or oftener, to settle the accounts of repairs, taxes, &c., and to pay the residue to the schoolmaster; but that they should not permit the schoolmaster to receive any rents, or settle any accounts with the tenants, or do any act amounting to an entry or possession of the said premises, except of the school-room and conveniences for his residence.

By a memorandum indorsed on the above indenture, and signed by the said Joseph Hague, it is stated, that on further consideration of the trouble with which the instruction of children in writing and arithmetic would be attended, he directed that the schoolmaster should be at liberty to receive the following payments from each child: for teaching the English language, 1*d.* a week; for teaching English and writing, 2*d.* a week; and for teaching English, writing, and arithmetic, 3*d.* a week.

By Indentures of Lease and Release, bearing date 27th and 28th May 1824, John Harrison, the survivor of the trustees named in the original deed, conveyed the premises therein mentioned to John White, John Bennett, John Neild, Moses Hadfield, Thomas Thorneley, Thomas Harrison, James Bowden, and Robert Hall, and their heirs, upon the trusts above mentioned, subject to the alteration with regard to the prices to be paid by children as stated in the indorsement upon the Indenture of Release of 1779.

Glossop.

Whitfield School,
continued.

Glossop.
 Whitfield School,
continued.

The premises belonging to this trust consist of a dwelling-house, now divided into two tenements, with a barn and other outbuildings, and about 17 acres of land, statute-measure, now in the occupation of George Stafford, as yearly tenant, at a good rent of 32*l.* per annum, to which it was reduced from 38*l.* in 1821, upon the expiration of a lease for 11 years.

The trustees, contrary to the directions of the deed, have until lately suffered the schoolmaster to receive the rents; but shortly before our inquiry, John Bennett, one of the trustees, was appointed to act as receiver, and to attend to the general management of the trust.

The buildings on the farm are in good condition, and the tenant is bound to repair on being allowed rough timber for that purpose.

The buildings erected by the said Joseph Hague, consisting of a dwelling-house and school-room, with a garden adjoining thereto, are in the occupation of the schoolmaster appointed by the trustees.

The school is open to the children of all the inhabitants of the parish of Glossop, and they are instructed in reading, writing, and arithmetic, and in the church catechism, upon the terms prescribed by the founder. The number of scholars is usually about 80.

The schoolmaster also receives 3*l.* 14*s.* 6*d.* per annum, as the dividends arising on 124*l.* 4*s.* 4*d.* three per cent consols, being the produce of a legacy of 100*l.* given for his benefit by the will of the said Joseph Hague. He also receives the further sum of 1*l.* 5*s.* per annum, as the interest of one moiety of 50*l.* secured on the tolls of the turnpike-road leading from Glossop to Marple; which moiety was given for the benefit of the school-master by the will of Mary Doxon, the particulars of which will be stated hereafter amongst the charities distributed on St. Thomas's-day.

HAGUE'S LEGACIES.

Hague's Legacies.

Joseph Hague, esquire, who died in March 1786, by his Will, bearing date 21st November 1782, and proved in the Prerogative Court of Canterbury, gave to his executors, Thomas Everett, James Doxon, William Hauson, and Mary Doxon, 1,000*l.*, upon trust, that the interest thereof should be annually laid out in clothing 12 poor men and 12 poor women in Glossop Dale for ever.

100*l.* upon trust, that the interest should be yearly paid to the schoolmaster of the school which he had erected and endowed in Whitfield.

And 100*l.* upon trust, that the interest should be applied as follows: one guinea to be paid to the vicar of Glossop, for a sermon to be preached annually on 26th August, and 5*s.* for the clerk, and the remainder towards repairing and keeping clean his vault at Glossop.

He also gave to the trustees of the school at Hayfield 105*l.*, the interest to be applied towards the education of 10 poor children out of the chapelry of Hayfield for ever.

Mary Doxon survived her co-executors, and by her will appointed Thomas Wagstaff, Joseph Hague Wagstaff, and Mary Wagstaff, executors and executrix of her will.

Upon the death of the said Joseph Hague a suit was instituted in the Court of Chancery by his executors, for the purpose of obtaining the directions of that court as to the execution of his will; and it appears that previously to the termination of the suit in 1791, the legacies above mentioned were laid out in the purchase of stock in the 3 per cent. consols, in the whole amounting to 1,627*l.* 6*s.* 4*d.* viz.

The stock purchased in respect of the legacy for clothing poor men and women in Glossop Dale amounting to 1,241 <i>l.</i> 4 <i>s.</i> 8 <i>d.</i> producing annually	-	£.	37	5	4
For the benefit of the master of Whitfield school, 124 <i>l.</i> 4 <i>s.</i> 4 <i>d.</i> producing annually	- - - - -	- - - - -	3	14	6
For the payment of 1 <i>l.</i> 1 <i>s.</i> 10 <i>d.</i> to the vicar of Glossop, 5 <i>s.</i> to the clerk, and for repairing the testator's vault, 130 <i>l.</i> 8 <i>s.</i> 8 <i>d.</i> producing annually	- - - - -	- - - - -	3	18	2
For instructing 10 poor children in the chapelry of Hayfield, 130 <i>l.</i> 8 <i>s.</i> 8 <i>d.</i> producing annually	- - - - -	- - - - -	3	18	2
Total of annual dividends			-	-	£. 48 16 2

The

The stock was afterwards transferred into the names of the executors and executrix of Mary Doxon, and now stands in the name of Thomas Wagstaff, of Highgate, as the survivor of those persons. Mr. Wagstaff receives the dividends and disposes of them in the following manner: he transmits annually to Mr. John Bennett, of Glossop, who acts as his agent there, a sum corresponding with the amount of the dividends, as nearly as the convenience of sending it will admit, except that with respect to the proportion applicable to the repairs of the testator's vault, he sends so much only as may be actually required for that purpose. Out of the money thus transmitted to him Mr. Bennett pays to the masters of the Whitfield and Hayfield schools, the respective sums of 3*l.* 14*s.* 6*d.* and 3*l.* 18*s.* 2*d.*; to the vicar for preaching a sermon on 26th August, 1*l.* 1*s.*; to the clerk, 5*s.*; and to a person for keeping the testator's monument and vault in decent order, 15*s.* 6*d.* With respect to the remaining branch of these charities Mr. Bennett provides materials for making complete suits of clothing for 12 poor men and 12 poor women of the township of Glossop, which is co-extensive with the district called Glossop Dale. The poor persons are selected, at the request of Mr. Wagstaff, by the trustees of the Whitfield school. For this purpose a day is fixed some time before the 26th August, of which public notice is given, and the trustees meet and examine the list of applicants, and appoint such persons above the age of 50, and not receiving parochial relief, as they think most fit objects of the charity. The persons thus appointed receive from Mr. Bennett the materials for clothing, and on the 26th August they attend a meeting of the trustees at the school with the clothes made up. The same persons are not permitted to receive the benefit of the charity more than once in three years.

In the year 1819 the expenses of the clothing having previously exceeded the amount of the dividends applicable to that purpose, a balance was found owing to Mr. Bennett, and in that year 20 poor persons only were appointed. His accounts are audited annually by the above-mentioned trustees at their meeting on the 26th August. In August 1826 there was a small balance in Mr. Bennett's hands amounting to 1*l.* 4*s.* 3½*d.*

It appears from the accounts of Mr. Wagstaff, that when he commenced receiving the dividends he received a balance of 1*l.* 3*s.* 3*d.* in respect of this branch of the charities, and the same sum remained due in August 1826. There was also in his hands at the same period, 35*l.* 11*s.* 11*d.* applicable to the repairs of the testator's vault whenever it shall be required for that purpose.

Mr. Wagstaff, having now no connexion with the township of Glossop, has expressed his intention of assigning his trust to the vicar of Glossop and the trustees of the Whitfield school.

TOWNSHIP OF GLOSSOP,

CONTAINING THE HAMLETS OF GLOSSOP, DINTING, PADFIELD, WHITFIELD, HADFIELD, CHUNEL, SIMMONDLEY, AND CHARLESWORTH.

GLOSSOP SCHOOL.

There is in this township an ancient school-house, containing two rooms, which have been lately enlarged for the use of a Sunday-school; the expenses of the repairs are stated to have been always paid out of the churchwardens accounts.

The only endowment to the school consists of a sum of 37*l.* 10*s.*, the origin of which is not known. This sum is placed out at interest at 5 per cent on a turnpike-security.

The Duke of Norfolk, who has a considerable estate in the parish, and annually makes a voluntary donation for the support of the school, is supposed to have the appointment of the master. The present vicar was nominated to the school several years ago, and it is now taught by his curate, who has about 40 scholars.

No children are instructed free in respect of this endowment, but the school is open to all who apply, paying according to what they learn; such as require it are instructed in the classics as well as in reading, writing and arithmetic.

HAGUE'S CHARITY.

Glossop.

Hague's Charity.

In addition to the stock already mentioned as having been purchased under the Will of Joseph Hague, esq., part of which is for the benefit of the poor of this township, there is a sum of 248*l.* 8*s.* 10*d.* three per cent. consolidated Bank annuities, standing in the names of John Bowman, Joshua Platt, and John Hadfield, which is supposed to have been derived from the same benefactors.

It is to be observed, that by a codicil annexed to his Will, bearing date 7th October 1783, he gave to the vicar and churchwardens of Glossop 80*l.* in trust, to be distributed at their discretion amongst the poor and needy families in "the eight townships," intending probably the eight hamlets which are comprised in the township of Glossop. He also gave thereby the sum of 80*l.* to be disposed of in like manner in the chapelry of Hayfield; and there is a sum of 124*l.* 4*s.* 5*d.* three per cent consolidated Bank annuities, now standing in the names of Robert Raine, Emanuel Pott, and Joseph Gartside, the dividends of which are applied for the benefit of the poor of that chapelry, as will be more particularly stated hereafter. Whether the interest arising on these several legacies was permitted to accumulate until there was a sufficient fund to purchase the several sums of stock above mentioned, or whether the amount of the legacies was distributed to the poor immediately after the testator's death, as seems to have been intended by him, and the several sums of stock were separate gifts, does not appear.

The dividends of the stock standing in the names of John Bowman and others, amounting annually to 7*l.* 9*s.* are received through the bank of Messrs. Jones and Loyd of Manchester, and are laid out in the purchase of linen cloth, which is distributed in the winter, by the vicar and officers of the township, to the poor families present, according to their discretion.

CHARITIES DISTRIBUTED ON ST. THOMAS'S DAY.

WILLIAM GARLICK'S CHARITY.

Charities
distributed on
St. Thomas's day.

William Garlick, by Will, bearing date 25th July 1686, gave to the poor of the township of Glossop, viz. to the hamlets of Glossop, Padfield, Hadfield, Dinting, Whitfield, Chunnel, Simmondley and Charlesworth, the sum of 5*l.* yearly, for ever, which said sum was to be paid out of two closes called the Wash Meadows, and the housing standing thereupon, with one Dole in another close, called the Oak Rydeing, belonging to the said meadows, and being in or near Bowden Head, in the parish of Chapel-en-le-Frith; and he directed that the churchwardens and overseers of the poor of the township of Glossop, and their successors, should receive the said yearly sum, and should distribute the same to the poor of the several hamlets aforesaid according to their necessities, on every 20th day of February; with power of distress in case of non-payment; he also gave to the said poor of the township of Glossop, within the aforesaid hamlets, the sum of 80*l.* to be bestowed in land for the use of the said poor, together with 20*l.* secured by the bonds of Nicholas Bray, deceased. And he directed that the rents and profits of the land so to be purchased with the said 100*l.* should be distributed to the said poor as aforesaid, by the said churchwardens and overseers, who should give an account to the heads of the inhabitants of the said township, immediately after Easter.

By Indenture of Lease, bearing date 5th December 1689, reciting that the above-mentioned premises at Bowden Head, in Chapel-en-le-Frith, had been charged by the will of William Garlick with the yearly sum of 5*l.*, Thomas Hadfield and two others, the overseer and churchwardens of Glossop, demised the same premises for the term of 19 years, at the rent of 5*l.* per annum.

It does not appear upon what terms these lands were wholly given up to the township, nor in what manner the legacy of 100*l.* was disposed of, unless it may be presumed that the giving up of the land was considered an equivalent for the amount of the legacy.

A small

A small parcel of land lying on Peaslow, in the parish of Chapel-en-le-Frith, containing two acres, or thereabouts, was allotted in respect of the above-mentioned premises previously to the year 1719.

The property now belonging to the charity, as appears from a plan thereof, made in 1796, consists of,

Charities
distributed on
St. Thomas's day,
continued.

	A.	R.	P.
A house, barn and shipp on at Wash.			
A meadow on Peaslow, containing	-	-	-
A close called the Oak Rydeing, under Bowden Head	-		
The Meadow	-	-	-
The Pasture-Field at the House	-	-	-
The farthest Pasture-Field	-	-	-
The lower Pasture-Field	-	-	-
	11	2	24

All the above-mentioned premises (except the Meadow on Peaslow) are in the occupation of George Eyre, under a lease, bearing date 11th November 1816, granted by the churchwardens and overseers, at a fair rent of 15*l.* a year for the term of 14 years. The buildings upon this farm were repaired about two years ago, and are in good condition. The meadow on Peaslow, which is called Jackson's Meadow, is in the occupation of Robert Bennett, and Thomas Waterhouse, under a lease granted to them by the churchwardens and overseers, with the consent of the vestry, bearing date 11th November 1816, for the term of 14 years, at a fair rent of 5*l.*

These rents are distributed to the poor, with the produce of other charities, on St. Thomas's-day, as will be more particularly stated hereafter.

MARTHA WAGSTAFFE'S CHARITY.

In the Parliamentary Returns of 1786 it is stated that *Martha Wagstaffe*, by Will, in 1689, gave to the poor of Glossop not receiving parochial relief a rentcharge of 2*l.* per annum, vested in the churchwardens and overseers. It appears however that this rentcharge was purchased after the death of the testatrix, as at a court held for the manor of Wakefield in the county of York, on the 8th of May 1691, John Hollingsworth surrendered an annual rent of 40*s.* issuing out of a close called Comekey, with a wood adjoining thereto; a close called Gillhey, with a wood thereto belonging, and two closes called Royd and Hawkeinge, in Holme, to the use of John and Robert Wagstaffe, and their heirs, in trust, for the uses declared in the will of Martha Wagstaffe, deceased, and a receipt was produced to us, bearing date 8th June 1691, whereby John Hollingsworth acknowledged he had received of the Reverend Robert Wagstaffe and John Wagstaffe the sum of 40*l.* being the consideration for the said rentcharge.

The rentcharge of 2*l.* is paid by the tenant of two fields in Holme, situate in the parish of Almondbury, in Yorkshire, the property of William Leach, of Ramsden, near Holmfirth.

CHARITY OF JOHN WAGSTAFFE, SENIOR.

By Indenture, bearing date 4th June 1718, between *John Wagstaffe* the elder, of the one part, and William Garlick and John Garlick, churchwardens, and Richard Thornily, overseer of the poor of Glossop, of the other part, the said John Wagstaffe, for a nominal consideration, and for a provision for the poor inhabiting in the hamlets of Glossop, Hadfield, Padfield, Dinting, Whitfield, Chunel, Simmondley, and Charlesworth, in the township of Glossop, granted to the said William Garlick and others, and their successors, churchwardens and overseers of Glossop for the time being, a yearly rentcharge of 3*l.*, clear of all taxes, &c., issuing out of a messuage or dwelling-house and tene-ment, lands and hereditaments, in Gladwick, in the parish of Oldham, and pay-able yearly on the Feast of St. Martin in the winter, upon trust, to dispose of the same yearly amongst such poor impotent and indigent persons who should reside in the several hamlets above named, (and should not receive any relief from the poor-rates of the said township) as they should think most proper objects of

K k 2

charity,

Charities
distributed on
St. Thomas's day,
continued.

charity, the same to be paid at the same time as the gifts of William Garlick and Martha Wagstaffe, viz. the week before Christmas, the said churchwardens and overseers giving an account of the said distribution to the heads of the said township, with a power of distress in case of non-payment.

The rentcharge of 3*l.* per annum is paid by George Hadfield, esq. of Old Hall, in the parish of Mottram, the proprietor of lands in Gladwick.

DONOR UNKNOWN.

There is also received by the churchwardens the yearly sum of 5*l.* from Mr. John Cheetham, of Gee Cross, near Stockport, in respect of 11 acres of land, part of an estate called Warneth in the county of Chester, which we are informed was reserved to the churchwardens on a lease granted to John Hibbert, and bearing date 1st December 1695, for a term of 2,000 years.

CHARITY OF JOHN WAGSTAFFE, JUNIOR.

In the Parliamentary Returns of 1786 it is stated that *John Wagstaffe*, junior, by Will, in 1735, gave to the poor of Glossop a fee-farm rent of 3*l.*, then vested in Samuel Wagstaffe.

This fee-farm rent appears to have been conveyed to the said John Wagstaffe by Indenture, bearing date 2d October 1731, made between Leonard Grantham, of the one part, and John Wagstaffe, junior, of the other part, whereby the said Leonard Grantham, in consideration of 72*l.* granted to the said John Wagstaffe and his heirs a fee-farm rent of 3*l.*, issuing out of a messuage and tenement, with the lands, &c. thereto belonging, in Mottram, in Longdendale, in the county of Chester, which premises, it is recited, were theretofore given and devised by the will of John Hollingsworth of Tintwistle, in the county of Chester, to the preaching minister of Mottram church for the time being, reserving the said yearly rent of 3*l.* unto the said John Hollingsworth and his heirs, who afterwards sold the same to Daniel Heap, from whom the said Leonard Grantham had purchased it.

The yearly sum of 3*l.* is transmitted to the churchwardens and overseers of the township of Glossop by the vicar of Mottram.

THOMAS HADFIELD'S CHARITY.

It is stated in the Parliamentary Returns of 1786 that *Thomas Hadfield* gave, by Will, in 1743, the sum of 60*l.* to the poor of Glossop not receiving parish relief.

The amount of this legacy is placed out with other money on turnpike-securities as hereafter mentioned.

CHARLES HADFIELD'S CHARITY.

It is also stated in the same Returns that *Charles Hadfield*, by his Will, in 1795, gave 20*l.* for the same purpose.

The amount of this legacy has been placed out on the security of the Glossop and Marple turnpike-road, at five per cent, and 1*l.* a year, as the interest thereof, is received by the churchwardens and overseers.

BENNETT'S CHARITY.

John Bennett, by Will, bearing date 28th February 1716, gave to the poor within the township of Glossop, viz. to all above the Comb's Brooke 50*l.*, to be paid to the churchwardens and overseers of the poor of the said township, and to be laid out as soon as conveniently could be, the interest thereof to be distributed, at the same time and after the same manner as William Garlick's and Martha Wagstaffe's charities were, to the poor above mentioned. He also gave 20*l.* for the use of Charlesworth chapel, the interest thereof to go to the minister that preached there, and directed that if at any time there should be no dissenting minister preaching there, the said 20*l.* should go to the poor, in like manner as the above-mentioned sum of 50*l.* He also gave 10*l.* to Tinswell chapel, for the benefit of the dissenting minister there; but if there should be no such minister there, the said 10*l.* should go to the poor of the township of Glossop, to be employed by the churchwardens and overseers for the use of the poor.

Divine Service is still performed by dissenting ministers in the chapels at Chinley and Tinswell.

The sum of 50*l.* for the poor is vested, with other monies, in turnpike-securities, as hereafter mentioned.

Glossop.

Charities distributed on St. Thomas's-day, continued.

JOSEPH BRAY'S CHARITY.

Joseph Bray, by Will, bearing date 22d February 1793, gave the sum of 30*l.* to be placed out at interest on sufficient security, the annual interest thereof to be distributed yearly, for ever, along with and in the manner the charity-monies called the Captain's Money (meaning thereby Garlick's charity) were disposed of, within the eight towns in Glossop Dale; and he empowered his executors to lay out the said sum of 30*l.* on such security as they should think proper, and to create any powers, trusts, and regulations for the good government thereof, and to vest the said trusts in any persons whom they should think proper, and he appointed George Roberts and Henry Bray his executors.

The above abstract is taken from a deed-poll, bearing date 7th April 1795, whereby the said George Roberts and Henry Bray, in pursuance of the powers given to them, nominated John Kershaw and Thomas Harrison, their heirs and assigns, trustees for the said charity jointly with themselves, during their lives, provided, that if the said John Kershaw and Thomas Harrison, or their heirs, should quit that part of the country, or should neglect to fulfil the trusts, or their families should become extinct, so that no lawful representative should appear at the time and place appointed for annually distributing the said interest, the churchwardens and overseers of the township of Glossop, and their successors, should act as trustees of such charity.

The churchwardens and overseers now act as trustees for this charity, the amount of the legacy being vested with other money on turnpike-securities, as hereafter mentioned.

SARAH BRAY'S CHARITY.

Sarah Bray, by Will, bearing date 29th February 1796, gave to the poor of the township of Glossop, who had no relief from the said parish, the sum of 10*l.* the yearly interest thereof to be distributed amongst the said poor yearly, for ever, at the same time, and together with the annual donation of her late brother Joseph Bray, and she appointed the trustees of his legacy to be trustees also of the said legacy of 10*l.* and to place it out with her said brother's legacy.

The above sum of 10*l.* also forms part of the money vested on turnpike-securities.

MARY DOXON'S CHARITY.

Mary Doxon, by her Will, bearing date 15th April 1815, bequeathed one half of the yearly interest to arise in respect of the sum of 50*l.* lent by her on mortgage of the tolls of the Marple and Glossop turnpike-roads, to the master for the time being of Whitfield school; and the other half of the said interest she directed to be divided with Captain Garlick's money, and distributed amongst the poor in like manner as that charity was given and distributed.

Of the interest of the 50*l.* above mentioned one moiety is received by the master of Whitfield school, as already stated in a former part of this Report, and the other moiety forms part of the funds distributed to the poor on St. Thomas's-day.

HARRISON'S AND OTHER CHARITIES.

It appears from the Parliamentary Returns of 1786 that the following donations were given to the poor of this township not receiving parish relief, in addition to those above mentioned, all of which it is stated were vested in the churchwardens and overseers.

					£.	s.	d.
Thomas Harrison, by Will in 1706	-	-	-	-	10	-	-
Moses Hadfield - ditto 1728	-	-	-	-	5	-	-
Booth Waterhouse ditto 1734	-	-	-	-	10	-	-
John Dewsnapp - ditto 1736	-	-	-	-	20	-	-
John Wagstaffe - ditto 1738	-	-	-	-	30	-	-
Sarah Carrington ditto 1738	-	-	-	-	5	-	-
Charles Wagstaffe ditto 1738	-	-	-	-	10	-	-
Henry Booth - ditto 1740	-	-	-	-	20	-	-
John Harrison - ditto 1746	-	-	-	-	10	-	-

Glossop. Charities distributed on St. Thomas's-day, continued.	Nicholas Garlick by Will in	1750	-	-	-	-	£.	s.	d.
	John Fielding - ditto	1755	-	-	-	-	30	-	-
	John Garlick - ditto	1757	-	-	-	-	10	-	-
	Mary Nicholson ditto	1759	-	-	-	-	10	-	-
	John Dewsnapp - ditto	1777	20l.	-	-	-	60	-	-
	was lost, leaving	-	-	-	-	-	2	-	-
Total							£.	232	-

These donations, with some of the above-mentioned legacies, viz. 60*l.* given by Thomas Hadfield; 50*l.* by John Bennitt; 30*l.* by Joseph Bray, and 10*l.* by Sarah Bray, amounting in the whole to 382*l.* are vested in the securities of the tolls of the turnpike-road from Chapel-en-le-Frith to Enterclough-bridge, and upon the same security there is a sum of 27*l.* lately bequeathed by Mrs. Everett, making the total amount 409*l.* There is also placed out on the security of the tolls of the turnpike-road leading from Glossop to Marple the sum of 20*l.* given by Charles Hadfield, and 25*l.* by Mary Doxon, making up 45*l.*; interest is paid upon all these turnpike securities at five per cent.

The following is a summary of the annual income arising from the above-mentioned charities, which forms the fund for distribution on St. Thomas's-day.

Rent of Lands given by William Garlick	-	-	-	£.	s.	d.
Rentcharge - Martha Wagstaffe	-	-	-	20	-	-
Ditto - John Wagstaffe, sen.	-	-	-	2	-	-
Ditto - Donor unknown	-	-	-	3	-	-
Ditto - John Wagstaffe, jun.	-	-	-	5	-	-
Interest on 444 <i>l.</i> placed out on turnpike-securities	-	-	-	3	-	-
				22	14	-
				£.	55	14

For the distribution of these Charities a meeting of the rated inhabitants of the township is held on St. Thomas's-day, or if it should fall on a Sunday, on the day following, at which meeting the two select vestrymen of each hamlet furnish lists of the poor persons in their respective districts who are considered by them proper objects of charity, and are not in the receipt of parochial relief. These lists having been examined at the meeting, and such alterations made therein as are thought advisable, the sum to be disposed of in each hamlet is determined, and the amount is given to the two vestrymen of the respective districts to be distributed by them to the poor persons named in their lists, in such proportions as the said vestrymen think fit, allowing for each person a sum not less than 2*s.* 6*d.* nor exceeding 10*s.* The distribution takes place on the following day, and the lists specifying the sum given to each person are returned to the next meeting of the township, in order that it may be seen that the whole has been correctly distributed.

WILLIAM BAGSHAW'S CHARITY.

William Bagshaw's
Charity.

William Bagshaw, by Will, bearing date 15th October 1701, and proved at Lichfield, charged as a rentcharge on certain closes, inclosures, and fields, lying within the precincts of Wormhill, then in the tenure of the children of Thomas Allsop, or Edward Torras, their guardian, the sum of 50*s.* yearly for ever, to be laid out for charitable uses, as follows:

To the poor of Litton	-	-	-	-	-	-	£.	s.	d.
To the poor at or near Glossop and Charlesworth	-	-	-	-	-	-	-	5	-
To the poor in the chapelry of Wormhill	-	-	-	-	-	-	-	5	-
And for the encouraging of serious preaching and preachers, at the discretion of his heirs	-	-	-	-	-	-	-	5	-
							1	15	-

And he directed the said sum of 50*s.* to be paid yearly on the 19th day of January, and empowered Henry Kirk and Robert Middleton, and their heirs, to distrain for the said rentcharge if in arrear for ten days.

The premises charged with this payment form part of the property of the Rev. William Bagshaw, in Wormhill.

Nothing

Nothing appears to have been paid in respect of this charity to the poor of Glossop and Charlesworth, for many years, but we are informed by Mr. Bagshaw, who seems to have been ignorant of the charge until lately, when a copy of the donor's will was sent to him, that he will take care that these sums are paid in future; and we are given to understand that he has also promised to pay the arrears now due. The 5*s.* payable to the poor of Wormhill may, perhaps, be considered as included in a sum which he distributes annually to the poor there, but which, until the present time, has been considered wholly voluntary. The arrears of the 5*s.* per annum payable to the poor of Litton, had been paid a short time previous to our inquiry. The sum of 1*l.* 15*s.* to the minister of Chinley Chapel is regularly paid.

Glossop.

William Bagshaw's

Charity,

continued.

GISBORNE'S CHARITY.

The yearly sum of 5*l.* 10*s.* received by the incumbent for the benefit of this township, from the charity of the Rev. *Francis Gisborne*, the particulars whereof will be found in a former part of this Report, under the head of the parish of Bradley, is laid out in the purchase of woollen cloth and flannel, which he distributes amongst the poor of this township.

Gisborne's Charity.

DISTRICT OF BOWDEN MIDDLECALE.

CONTAINING THE CHAPELRIES OF CHINLEY AND MAYFIELD, AND THE TOWNSHIP OF NEW MILLS.

TRICKETT'S CHARITY.

Mary Trickett, by her Will, bearing date 17th April 1712, and proved at Lichfield, devised all her land in Rushop, in the parish of Chapel-en-le-Frith, to Mark Trickett, James Buckley, Thomas Goddard, and their heirs, the rents and profits thereof by them to be employed yearly for ever, for the relief and use of the poor of Bowden Middlecale, in the county of Derby; that is to say, for clothing or keeping of poor children to school, or otherwise, as they should see most beneficial for such poor.

Bowden Middle-

cale, &c.

Trickett's Charity.

It does not appear that the property above mentioned has ever been conveyed to new trustees, nor is it known which of the trustees named in the Will was the survivor. The charity was for many years under the management of the late Peter Goddard, of Stockport, who was a considerable land-owner in the parish; and since his death, which took place about two years ago, Mr. John Shaw, of Roworth, in the township of New Mills, has acted in the management of the property, and has directed the application of the rent.

The property consisting of a house, with a barn and out-buildings, a garden, and three closes, containing in the whole, with the homestead, 16*A.* 3*R.* 12*P.* is situate in Bowdens Edge, in the parish of Chapel-en-le-Frith, and is now in the occupation of Thomas Hartle, as yearly tenant, at a good rent of 28*l.* a year. Previously to May 1823, when the lease expired, this farm had been let for a long term at the rent of 8*l.* 5*s.* per annum. Upon the expiration of the lease the buildings were much out of repair, and three of the inhabitants of Chinley, Hayfield, and New Mills, were appointed, at a vestry, to form an estimate of the expense of putting the premises into repair, and to superintend the laying out of the money which should be appropriated to that purpose. The sum of 60*l.* was paid for dilapidations by Samuel Frith, esq. who had held the lease, and the buildings have been put into a complete state of repair. The expense amounted to 95*l.* of which 5*l.* remained due at the time of our inquiry; 60*l.* had been paid with the money received from Mr. Frith above mentioned, and 30*l.* supplied out of the improved rent. It is still intended to lay out a small additional sum in building a pig-stye, and other accommodations for the tenant.

The rent was, after deducting a small sum for the expenses of collecting it, formerly divided, and paid in equal proportions to the respective overseers of Chinley, Hayfield, and New Mills, and laid out by them in the purchase of cloth, which was distributed shortly after the receipt thereof half yearly amongst the poor of the several places above mentioned. For the last five or six years the amount of the rent, subject to what has been retained lately for repairs, has been applied in instructing poor children of the above-mentioned places in reading and writing.

It seems advisable that some steps should be taken for ascertaining who was the surviving trustee under the will of Mary Trickett, and procuring a conveyance from his heir to new trustees.

TOWNSHIP OF CHINLEY.

CONTAINING THE HAMLETS OF CHINLEY, BUGSWORTH AND BROWNSIDE,
WHICH FORM TOGETHER A DISTINCT CHAPELRY.

SCHOOL.

Chinley.
Moult's Gift.

The following benefaction, for the support of a school in this chapelry is recorded on a tablet in the old school-room.

"*Thomas Moult* bequeathed 10s. a year to be paid from his estate, called Whicken, in Chinley, to a schoolmaster or mistress teaching at Chinley school."

This rent charge is regularly paid to the master of Chinley school, by Mr. John Taylor, the owner of the estate called Whicken.

Green's Gift.—*George Green*, of Four-lane-ends, as we are informed by the schoolmaster, who stated that he had seen an extract from the Will to this effect, bequeathed 10s. a year to a schoolmaster teaching a grammar-school, at Chinley, and charged the same to be paid from the aforesaid estate called Whicken.

The rentcharge supposed to have been given by the said *George Green* has not been paid for at least 28 years, upon the ground, as we are informed, that the schoolmaster is not entitled thereto, as he does not teach, according to the terms of the donation, a grammar-school. As the date of this will is not known, we are unable to refer thereto, to ascertain how far the estate above mentioned is liable to this payment.

Lingard's Gift.—"Nicholas Lingard, as stated on the tablet in the school-room, bequeathed 5s. a year, to be paid from Estmeats estate in Chinley to a schoolmaster at Chinley school, and likewise 5s. a year from Dakin's estate, provided it be freed from the office of overseer of the poor."

Of the 5s. charged upon the estate called Estmeats, seven eighths are paid by the Rev. John Crowther, of Hayfield, and one eighth by the Rev. Samuel Grundy, of Chapel-en-le-Frith. The 5s. charged on the Dakin's estate is paid by Mr. John Lingard of Astley.

The small sums now paid in respect of the above-mentioned donations, and one third of the clear rent of the land belonging to Trickett's charity, the particulars of which have been already stated, are received by the master of Chinley school. No children are taught free, except four, who are appointed by the vestry, and are taught reading, writing and accounts, in respect of Trickett's charity.

The master is appointed by the principal inhabitants of the township, and he keeps school in a room long used for that purpose, which is kept in repair by the overseer of the township.

CHARITIES OF HARRISON AND CARRINGTON.

Charities of
Harrison and
Carrington.

In the Parliamentary Returns of 1786, it is stated, that *Thomas Harrison*, by Will in 1706, gave to the poor of Chinley 10*l.*, and that *Sarah Carrington*, by Will, the date of which is not stated, gave to the poor 5*l.*, and that both sums were then vested in the overseers, and produced 13*s.* per annum.

The sum of 15*l.*, being the amount of these legacies, was in 1754 expended towards building a house for paupers belonging to the township, and it was then agreed at a vestry that 13*s.* 6*d.* should be paid yearly out of the poor-rates as interest for this sum, and distributed by the overseers, with the assistance of some of the freeholders, to the poor of this chapelry on every St. Thomas's-day. A memorandum of the transaction was entered in the books of the township.

According to the above resolution the yearly sum of 13*s.* 6*d.* is paid out of the rates, and distributed to the poor of the chapelry or township of Chinley on St. Thomas's-day.

HAMLETS OF CHINLEY AND BROWNSIDE.

JENKINSON'S CHARITY.

Chinley and
Brownside.

Jenkinson's
Charity.

Bernard Jenkinson, by his Will, bearing date 24th April 1786, bequeathed 100*l.* stock in the 4 per cent Bank annuities to the churchwardens and overseers of the poor of the parish of Glossop, in trust, to distribute the interest thereof yearly amongst the poor of the hamlets of Brownside and Chinley in the said parish.

This

This stock in the old 4 per cents, at the time of our inquiry, August 1826, still stood in the name of Bernard Jenkinson. Some steps had been taken towards obtaining the money payable on the reduction of that stock, but it had not been received, in consequence of some difficulties which had occurred with respect to the probate of the will of the said Bernard Jenkinson. We have reason to hope that no further delay will take place in obtaining this money and re-investing it.

The dividends when received were distributed to the poor on St. Thomas's-day, in sums varying from 1s. to 3s.

Chinley and
Brownside.

Jenkinson's
Charity,
continued.

TOWNSHIP OF HAYFIELD,

CONTAINING THE HAMLETS OF GREAT HAMLET, PHOSIDE, AND KINDER,
WHICH TOGETHER FORM A DISTINCT CHAPELRY.

FREE SCHOOL.

Hyde's Gift.—*John Hyde*, of whose charities an account will be found in a subsequent part of this Report, amongst those under the management of the company of Merchant Taylors, London, by his Will, bearing date 8th September 1604, gave certain premises to the master and wardens of the said company, upon trust, amongst other things, to pay 10*l.* yearly to the minister of the gospel, of Hayfield in Derbyshire, keeping a grammar-school within the chapel.

The sum of 10*l.* is transmitted yearly by the clerk of the Merchant Taylors Company to the Rev. John Crowther the incumbent.

Gaskell's Gift.—The annual sum of 3*l.* 18*s.* is paid to the incumbent as master of the grammar-school, in respect, as it is supposed, of the gift of *Mary Gaskell*, charged by her upon an estate in Hayfield, called Barns Fold, the property of John White, esq. of Park Hall.

Hadfield's Gift.—It is stated on a tablet in the chapel that *John Hadfield* left the use of 60*l.* for ever to a licensed master for teaching petties, as well as others more proficient, at the chapel at Hayfield.

In respect of this charity, the yearly sum of 2*l.* 10*s.* is paid to the incumbent by Thomas Marriott, of Hayfield, as a rentcharge issuing out of his estate at Shudehill.

Trickett's Gift.—One third of the clear yearly rents of the estate derived from the will of *Mary Trickett*, the particulars of which have been already stated, is paid to the master of this school; the chapelry of Hayfield forming one division of the district of Bowden Middlecale.

Hague's Gift.—The yearly sum of 3*l.* 18*s.* 2*d.* is also paid to the master of this school, being the amount of the dividends arising on so much stock, 3 per cent consols, as was purchased in respect of a legacy of 105*l.* left by *Joseph Hague* for the education of 10 poor children of this chapelry, the particulars whereof have been already stated.

On account of the income derived from the several donations above mentioned a school is taught in an ancient building in Hayfield, called the Grammar-school House, which is kept in good repair by the churchwardens.

For several years Mr. Crowther has been disabled from attending the school himself, but he has provided a fit person to act as his deputy. Fifteen children are taught reading, writing and accounts, without any charge, four in respect of Trickett's, and eleven in respect of Hague's Charity; for the other scholars a quarterly payment is made according to the instruction they may receive, the amount of which is from time to time fixed by the inhabitants. The free-scholars have lately been appointed by different parties, but it has been resolved that the right of nomination shall in future be exercised by the select vestry of the township. At the time of our inquiry there were about 60 children attending the school, but there have been no classical scholars for many years.

JOHN HAGUE'S CHARITY.

John Hague, esq., by his Will, bearing date 19th February 1781, and proved at Chester, bequeathed to Dorothy Hague, Ralph Peters, Henry Norris, John Bostock, and Thomas Waterhouse, and to his son Entwistle Hague, and their executors, the sum of 100*l.* upon trust, that they should place the same out upon good security, and at such rate of interest as could be reasonably had for the same, and apply the yearly produce thereof unto the schoolmaster for

John Hague's
Charity.

Hayfield.

John Hague's
Charity,
continued.

the time being of a certain school in Hayfield, called Hayfield School, who should instruct such eight poor children in the said school gratis, whose parents should reside in and belong to the liberty of Hayfield, to read English, as his said son Entwistle Hague, or his heirs, or the proprietors of his capital messuage in Hayfield, purchased from the trustees of the Rev. John Badiley, should from time to time nominate; it being his will that no more than one such child should be appointed to be so instructed out of any one family at the same time; and he directed that as often as the number of the trustees for the said charity should be reduced by death to the number of two, the survivors should, by deed or writing under their hands and seals, assign the said sum of 100*l.* to other trustees, to be approved of by the proprietor of the said capital messuage for the time being, of whom such owner or proprietor should be one, to the use of the said survivors and such new trustees upon the trusts before mentioned.

We are informed, that the above-mentioned legacy was charged upon an estate called Barnes Fold, near Hayfield, which was purchased by Mrs. Dorothy Hague, and that by her will she directed that the yearly payment thereout should be increased to 16*l.*

This sum has been paid by John White, esq. the owner of the above-mentioned estate, to Mrs. Raine, who keeps the school referred to by the will of the testator John Hague, which is distinguished from that mentioned under the preceding head, the latter being always described as the Free-school; and in respect of this payment Mrs. Raine teaches eight children of Hayfield, who are appointed by Mr. White.

JOSEPH HAGUE'S CHARITY.

Joseph Hague's
Charity.

The sum of 124*l.* 4*s.* 5*d.* standing in the names of Robert Raine, Emanuel Pott, and Joseph Gartside, is supposed to have been derived from the gift of *Joseph Hague*, esq. as already stated, under the head of Hague's Charity, in the township of Glossop.

The dividends, amounting to 3*l.* 14*s.* 6*d.* a year, are laid out in the purchase of linen cloth, which is distributed in the winter by the incumbent and churchwardens amongst poor persons of the township, according to their discretion.

JOHN BENNETT'S CHARITY.

John Bennett's
Charity.

It is stated on a tablet in the chapel that *John Bennett*, by Will, bearing date 22d July 1731, gave to his cousin, John Bennett, all his estate at Smithfold, near Hayfield, on condition that he should pay to the churchwardens of Hayfield the yearly sum of 40*s.* on every 12th day of December, for the use of the poor of Great Hamlet, Phoside, and Kinder, and to be distributed on Christmas-day for ever.

The estate at Smithfold charged with this payment is now the property of John White, esq. of Park Hall, by whom the yearly sum of 40*s.* is paid about Christmas to the chapelwardens of Hayfield; this sum is distributed by them on Christmas-day amongst poor persons of this township, in sums varying from 6*d.* to 3*s.*

EDWARD BENNETT'S CHARITY.

Edward Bennett's
Charity.

Edward Bennett, by his Will, as appears by an extract produced to us without date, directed his executors to pay and apply the yearly interest of the sum of 60*l.* owing to him on the Hayfield turnpike-road, yearly for ever, to and amongst such poor persons of the several hamlets of Great Hamlet, Phoside, and Kinder, as should not have relief from those hamlets, in such manner as they should see proper, and as should appear to them most charitable. He also directed his executors from and after the death of his wife to place and keep at interest for ever, on good security, a sufficient sum of money out of his personal estate as would produce a clear yearly sum of 7*l.*, and pay and apply the said yearly sum of 7*l.* unto and amongst such poor persons of the said several hamlets of Great Hamlet, Phoside, and Kinder, in like manner as the interest of the before-mentioned sum of 60*l.*

The interest accruing on the turnpike-security above mentioned is distributed annually amongst the poor of Hayfield, according to the directions of Mr. Gee, the executor under the testator's will.

The widow of the testator died in 1824, and at the time of our inquiry the administration of the testator's effects, which were to be disposed of according to

to his will after the death of his widow, had not been completed. We have been subsequently informed by Mr. Richard Wright, who acts as solicitor for the executor, that a sum sufficient to produce the yearly sum of 7*l.* at 4½ per cent will be retained by the executor for the purposes above mentioned.

Hayfield.

MARRIOTT'S CHARITY.

Fanny Marriott, who died in February 1821, bequeathed the sum of 50*l.* to her executors, John Lingard and Ebenezer Glossop, on trust, to divide the interest thereof yearly on the 25th of December amongst the poor of Great Hamlet, Phoside, and Kinder. Marriott's Charity

The amount of this legacy has been left at the request of the chapelwardens in the hands of John Lingard, esq. one of the executors, who is a land-owner in the neighbourhood, and the sum of 2*l.* 5*s.* is paid yearly by him as the interest thereof. The amount is distributed on Christmas-day, in sums of 5*s.* each, amongst such poor persons of the township not receiving parochial relief, as are selected by the chapelwardens and overseers.

RADCLIFFE'S CHARITY.

The particulars of the charity of *John Baddiley Radcliffe*, in respect of which the sum of 2*l.* 13*s.* 4*d.* is distributed annually to the poor of this township, have been already stated in a former part of this Report amongst the charities in the parish of Chapel-en-le-Frith. Radcliffe's Charity.

GISBORNE'S CHARITY.

The annual sum of 5*l.* 10*s.* received by the incumbent of this chapelry in respect of the charity of the Rev. *Francis Gisborne*, the particulars of which will be found in a former part of this Report under the head of the parish of Bradley, is laid out by him in the purchase of flannel and coarse cloth, which he distributes amongst poor persons of this township. Gisborne's Charity.

CHAPELRY OF MELLOR.

CONTAINING THE TOWNSHIP OF MELLOR, THE TOWNSHIP OF LUDWORTH AND CHISWORTH, AND PARTS OF THE HAMLETS OF THORNSETT AND WHITTLE.

SCHOOL.

By Indenture of Feoffment, bearing date 19th September 1639, (as recited in the indenture next abstracted) between the Rev. Thomas Bocking, of the one part, and Edward Walklate, executor of Thomas Walklate, deceased, and Ralph Walklate, and six others, all of the Chapelry of Mellor, of the other part, the said Thomas Bocking, in consideration of 160*l.* paid by the said Edward Walklate, in discharge of a legacy given by the will of the said Thomas Walklate, towards the maintenance of a free-school, at the chapel of Mellor, and 20*l.* paid by the other parties thereto, and other inhabitants of the said chapelry, for the further maintenance of the said school, granted and enfeoffed to the said Edward Walklate and others, and their heirs, the several closes called the Over Glover Field, the Nether Glover Field, the Kiln Groves, and the Windy Halfacres, with a barn erected on the Over Glover Field, situate in Offerton, upon trust, to pay and apply the rents and profits thereof from time to time for and towards the erection, maintenance and upholding of a free grammar-school, at Mellor chapel aforesaid, for the education of children of that chapelry, pursuant to the will of the said Thomas Walklate, by which will the said Edward Walklate was directed to buy some land or rent with the said 160*l.*; and it was provided, that whenever any four of the said trustees should be dead, the survivors should convey the said premises to seven of the most sufficient inhabitants within the said chapelry, upon the like trusts; and it was agreed that the schoolmaster of the said free-school should from time to time be elected, and also be removable by the said trustees and their heirs, or the greater part of them.

Mellor.

School.

By Indenture of Bargain and Sale, enrolled in Chancery, and bearing date 7th June 1820, between the Rev. Matthew Ollerenshaw, Samuel Oldknow, and Thomas Ollerenshaw, of the first part, George Ferns, of the second part, and Emanuel Wild, James Tomlinson, Ralph Ferns, John Hadfield, Ralph Bower, John Wood, and Thomas Stanney, of the third part, reciting the indenture of feoffment as above abstracted; and further reciting, that a public school was

Mellor.

School,
continued.

soon after the date thereof erected at the chapel-yard of Mellor, and that schoolmasters had been regularly appointed thereto, and the rents and profits of the said premises paid for the benefit of such schoolmasters, and for the repairs of the said school; and further reciting, that by divers mesne conveyances, and ultimately by indenture bearing date 28th May 1774, the premises became vested in certain trustees, of whom George Ferns, the grandfather of the said George Ferns, party thereto, was the survivor, and were then vested in the said George Ferns, the grandson, as his heir at law; and that by indenture, bearing date 3d December 1792, certain persons had been appointed trustees, of whom the said Matthew Ollerenshaw, and the other parties of the first part, were the survivors; but that the premises above mentioned had not thereby been conveyed to the trustees so appointed; it was witnessed, that the said Matthew Ollerenshaw and others, of the first part, appointed the said Emanuel Wild and others of the third part, to be trustees instead of them the said Matthew Ollerenshaw and others; and the said George Ferns bargained and sold to the said Emanuel Wild and others, and their heirs, the premises mentioned in the said deed of feoffment, with all the houses and buildings then erected thereon upon the same trusts.

The property thus settled for the support of the school is a farm in Offerton in the parish of Hope, called Glovers Barn, it consists of a house with outbuildings, and nine fields containing about 23 acres, with a right of common for sheep on some uninclosed land in the township. These premises are in the occupation of John Bradwell, as yearly tenant, at the rent of 25*l.* per annum.

Immediately after the commencement of our inquiry, which took place in September 1826, four of the trustees went over the farm, and from their report it appears that the house was uninhabited, and in a very bad state of repair; but that the outbuildings were in good condition, and the land well cultivated. The value of the farm was estimated at 30*l.* a year, provided the house were in good repair. The trustees now propose granting the tenant a lease for 14 years, with a covenant that he shall put the house into repair, and upon these terms they expect that they may obtain a small increase of rent.

The school, which appears to have been erected soon after the foundation of the charity, in the chapel-yard, was rebuilt about 15 years ago. The expense of the repairs have been hitherto defrayed by the schoolmaster, with some occasional assistance from the inhabitants, and the building is now in good condition.

All the children of the chapelry are admitted to this school, and instructed in reading, writing, and accounts, on the payment of a small sum every week, the amount of which is from time to time fixed by the trustees. In the month of June last the late schoolmaster died, but the school was still carried on by the widow, and his son. Upon the appointment of another master the trustees propose increasing the rate of the weekly payments; but that they should not exceed 2½*d.* a week for instruction in reading, or 5*d.* for instruction in reading, writing, and accounts.

The rent of the above-mentioned premises has hitherto been paid by the tenant to the schoolmaster without the intervention of the trustees, but they have determined to receive the rent in future, and, after applying such portion thereof as may be requisite for repairing the school, or other necessary expenses, to pay the residue to the schoolmaster. They have also determined to hold an annual meeting for the purpose of settling the accounts and inquiring into the conduct of the master and the progress of his scholars.

CHATTERTON'S CHARITY.

Chatterton's
Charity.

It is stated in a Tablet in the chapel of Mellor, that *Mary Chatterton*, by Will, in 1760, gave 12*l.* to the curacy of Mellor, the interest thereof to be annually paid to the curate of Mellor for preaching a sermon on every Christmas-day, and that she also gave the sum of 5*l.*, the interest thereof to be given in bread by the minister and churchwardens on the same day to such of the poor of the chapelry as should not be pensioners.

The sum of 17*l.* appears to have been laid out many years ago in the purchase of some land, which forms part of an estate called Ringstones, the property of the incumbent of this chapelry for the time being. The sum of 5*s.* is paid by the incumbent, and is laid out in the purchase of bread, which is distributed by

by him with the churchwardens on Christmas-day, after Divine Service, amongst poor persons of the chapelry.

Mellor.

GISBORNE'S CHARITY.

The annual sum of 5*l.* 10*s.*, received by the incumbent of this chapelry in respect of the charity of the Rev. *Francis Gisborne*, the particulars of which will be found in a former part of this Report under the head of the parish of Bradley, is laid out by him in the purchase of woollen cloth, which is distributed amongst the poor of the chapelry, one third in the hamlet of Mellor, another third in Ludworth and Chisworth, and the remaining third in Whittle and Thornsett.

Gisborne's Charity.

TOWNSHIP OF MELLOR.

STAFFORD'S CHARITY.

Rachael Stafford, by her Will, (as recited in the following Indenture,) the date thereof not being stated, bequeathed 30*l.*, the yearly interest thereof to be bestowed in cloth for the use of and towards apparelling so many of the poor of Mellor as should be in most necessity, by reason of age or other infirmities, and committed the same to the discretion of Thomas Stafford, Anthony Stafford, and John Stafford, all of Mellor, and to the survivors of them; and she directed that when two of the said trustees were dead, the survivor should transfer his interest in the said sum of 30*l.* to three or more of the most sufficient inhabitants within Mellor, to the use aforesaid, for ever.

Stafford's Charity

By Indenture, bearing date 1st July 1793, between Robert Downes, of the one part, and Thomas Moulton, John Stanney, and Thomas Ferns, all of Mellor, of the other part, reciting the will of the said *Rachael Stafford*, and an Indenture of Mortgage, bearing date 23d August 1692, whereby the said Thomas Stafford, in consideration of the said sum of 30*l.*, granted a tenement in Mellor to the said John Stafford for the term of 500 years, subject to a proviso for redemption on the payment of the said 30*l.* and interest; and further reciting, that Anthony Stafford, who was the surviving trustee, had, in pursuance of the directions of the said will, assigned the yearly interest of the said 30*l.* to the said Robert Downes and two others, then deceased, the said Robert Downes assigned to the said Thomas Moulton, John Stanney, and Thomas Ferns, their heirs and assigns, the yearly interest of the said 30*l.* on the trusts appointed by the said will.

The mortgaged premises, consisting of five fields, containing in the whole by estimation about 14 acres, with two houses thereon, are now the property of Ralph Ferns, by whom the annual sum of 30*s.* is paid to Thomas Moulton and John Stanney, the survivors of the three trustees above named.

This sum is laid out in the purchase of linen, which is distributed at Christmas amongst the poor of the township of Mellor. A small addition is frequently made by the inhabitants, in which case the select vestry of the township join with the trustees in the distribution.

TOWNSHIP OF NEW MILLS,

CONTAINING THE HAMLETS OF BEARD AND OLLERSETT, AND PARTS OF THE HAMLETS OF WHITTLE AND THORNSETT.

SCHOOL.

A school is taught in a building, erected for the purpose by subscription, on a piece of waste ground in the hamlet of Whittle.

New Mills.

It is unendowed, but the master receives one third of the clear rents of the land belonging to Trickett's charity, the particulars whereof have been already stated under the head of "the District of Bowden Middlecale," in this parish, and in respect thereof he teaches six poor children of the township of New-Mills, who have been usually appointed by the person acting as trustee for that charity. The same master also receives the yearly sum of 1*l.* 10*s.* from the following charity, for which sum he teaches three poor children of the township, who are nominated by Ralph Bower. These children are taught reading, writing, and accounts.

School.

BOWDEN'S CHARITY.

Ralph Bowden, of Ladyshaw Bottom, in the parish of Glossop, by Will, bearing date 24th March 1730, and proved at Lichfield, gave to the poor of this division

Bowden's Charity.

New Mills.
—

division the sum of 30s. a year, to be paid out of the rent of his estate at Glossop till the lease should expire, and then out of the rents of Willhay estate for ever.

The yearly sum of 1*l.* 10s. is paid by Mr. Ralph Bower, the owner of the Willhay estate, to the master of the school in Whittle for the instruction of three poor children of the township, as stated under the preceding head.

RADCLIFFE'S CHARITY.

Radcliffe's Charity. The particulars of the charity of *John Badiley Radcliffe*, in respect of which a sum of about 7*l.* is distributed annually to the poor of this township, have been already stated in a former part of this Report, amongst the charities in the parish of Chapel-en-le-Frith.

BUCKLEY'S CHARITY.

Buckley's Charity. It is stated in a Tablet in which the charities of the township of Hayfield are recorded, that *Edmund Buckley*, by Will, in 1722, gave 40*l.* to trustees for the poor of Beard, Ollersett, Whittle, and Thornsett, with directions that one of the said trustees should be owner of Aspenshaw.

We have been unable to obtain any further particulars respecting this charity.

THOMAS RADCLIFFE'S CHARITY.

Thomas Radcliffe's Charity. *Thomas Radcliffe*, by his Will, bearing date 1st January 1803, and proved at Lichfield in the same year, bequeathed to his executors, William Radcliffe, Nicholas Cresswell, and John Braddock, all his personal estate, upon trust, amongst other things, to place out at interest in their own names on mortgage the sum of 300*l.*, and the yearly interest arising therefrom to distribute and divide equally amongst such of the poor of the hamlets of Thornsett and Ollersett, and also of Beard, in the parish of Glossop, whether they should receive alms or not, as his said executors, the survivors and survivor of them, and the executors, administrators, and assigns of such survivor, should in their discretion think proper.

The sum of 282*l.*, being the residue of the above-mentioned legacy, after deducting 18*l.* for the duty, was placed out on mortgage at five per cent interest, which was afterwards lowered to 4½ per cent. About six months ago the principal was paid in, and was at the time of our examination in the hands of William Radcliffe, the surviving executor, who stated to us that he intended to place it out again as soon as an opportunity should occur, and in the mean time to pay interest for it at the rate of 4½ per cent.

The interest has been distributed annually on the second Wednesday in January by Mr. Radcliffe, with the assistance of the overseer of the township of New Mills, amongst the poor of the respective hamlets mentioned in the testator's will, a list being previously prepared at a vestry of such persons as are thought most fit objects of charity, and are not in the receipt of parochial relief. The sums given to each person vary from 2s. to 10s. A book is kept by Mr. Radcliffe, in which he enters the names of the persons who receive the benefit of the charity and the sums given to each.

PARISH OF TIDESWELL.

PURSGLOVE'S GRAMMAR SCHOOL AND CHARITY FOR THE POOR.

Tideswell.
—
Pursglove's
Grammar School
and Charity for the
Poor.

Queen Elizabeth, by her Letters Patent, bearing date 18th November, in the second year of her reign, granted to *Robert Pursglove*, Suffragan bishop of the See of Hull, that he, or after his death, his heirs, executors or assigns, might found and establish a grammar-school in honor of Jesus Christ our Saviour, in the town of Tideswell, for the instruction of boys and youth, to consist of a teacher or master of scholars sufficiently learned in grammar, together with the vicar and wardens of the parish church of Tideswell for the time being, according to the ordinances, statutes and foundation to be made by the said Robert Pursglove, his heirs, executors or assigns; and that the said Robert Pursglove, his heirs, executors or assigns, should have power from time to time to make ordinances, rules and statutes for the good and wholesome government of the said boys and youths of the said schools, as often as there should be occasion or necessity; the said school to be called the School of

of Jesus Christ our Saviour of Tideswell; and that the said teacher or master of scholars, and his successors, together with the vicar and wardens aforesaid, should be a body corporate, by the name of the Teacher or Master of Scholars, Vicar and Wardens of the School of Jesus Christ our Saviour in Tideswell, with power to sue in their corporate name, to use a common seal, and to take lands and tenements, goods and chattels, as well of the gift of the said Robert Pursglove as others, not exceeding the clear yearly value of 20 l.

By Indenture, bearing date the 18th of June following (1560), reciting the said Letters Patent, the said Robert Pursglove founded a grammar-school for boys, in honor of our Lord Jesus Christ, in the town of Tideswell; to consist of one teacher or master of scholars, sufficiently learned in grammar, with the vicar and wardens of the said parish-church of Tideswell for the time being, according to the ordinances and statutes by him, his heirs, executors or assigns, to be made, concerning such teacher or master of scholars, vicar and wardens, as authorized by the said Letters Patent; and he thereby appointed the first schoolmaster, and created such master, with the then vicar and three persons, therein described, as churchwardens, and their respective successors, wardens of the said school, according to the statutes and ordinances therein declared; and in pursuance of the power granted to him by the said Letters Patent he constituted the said master, with the vicar and wardens aforesaid and their successors, a corporation, with power to sue, &c. And he made and declared the following statutes for the good and wholesome government of the said school, and the master, vicar and wardens aforesaid:

That no person should be chosen master but such as should be sufficiently learned in grammar, discreet and sober in behaviour, of good manners, and being a priest at the time of his admission; and, if it should happen that a priest of such qualities could not be had within a reasonable time, that then, and in such case only, a layman, being unmarried, should be elected, but that if such layman should marry he should be immediately removed by the said wardens and their successors:

That the nomination of the said schoolmaster should be reserved to him the said Robert Pursglove for his life, and that after his decease the dean and chapter of the cathedral church of Lichfield and their successors should have the election and nomination within 20 days next after the said office should happen to be void; that if they should not elect within 20 days, the vicar and churchwardens should have the nomination by way of lapse for that time; and that if they should not elect within 16 days after the 20 days before limited, Robert Tunsted, Thurston Alleyn, Robert Pursglove, John Hill, and Hugh Nedham, and their heirs, or the more part of them inhabiting within the said parish, should elect and nominate within 12 days after the 16 days last before limited:

That all persons, authorized as aforesaid to elect an able person to the office of schoolmaster, should deliver or transmit such nomination in writing to the vicar and churchwardens, who should put him into possession of his office in the manner therein directed; and that whenever it should come to the vicar and churchwardens to elect one of the said wardens, they should, in the name of the residue, present the person to the vicar for the time being, requiring him to put him into possession of his said office:

That every schoolmaster before his admission should in the presence of the said vicar and wardens, or the more part of them, and six other honest men of the parish, take an oath in the form therein mentioned; which is in substance that he will not take any annual service or yearly stipend of any person which may be prejudicial to or hindrance of the scholars; and that he will not wilfully neglect any ordinance of the said school, but faithfully observe them; and will never consent to the alienation of any lands, tenements or goods belonging to the school, or do any thing to the hindrance thereof.

And reciting that he had procured the said vicar and wardens and their successors to be in this corporation, together with the said master, to the intent that they should be as counsellors, overseers and helpers of the said master in all causes concerning his office; and chiefly for the conservation and well ordering of the lands, tenements, rents and goods belonging to the said school, he ordained that the said vicar and churchwardens and their successors should in no wise claim to themselves any interest in the said lands, tenements, &c. or apply them to their own use, but should from time to time do their diligence to the best of their powers that all and singular the said premises might be

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truly and faithfully applied and converted to the only use of the said school, and master and his successors, according to the true purport of the said Letters Patent and of these his ordinances; and for the better observing of this and other ordinances, that the said vicar and wardens, before they should be received into the corporation of the said school, should openly in the parish church, or in the school-house, in the presence of six honest men at least of the said parish, take an oath in the form therein prescribed, and that any vicar or warden refusing to take the said oath should not be admitted into the corporation:

That the master and his successors should have 10*l.* yearly for their wages out of the lands, &c. belonging to the said school, at Lady-day and Michaelmas, by equal portions, with a chamber over the school for their lodging; and that the said master and his successors should teach grammar, and other godly learning in the said school, freely and without taking any exaction of any scholar thither resorting to learn: That the said master and his successors should not absent themselves from the said parish, or from their scholars, above 20 days in any one year without special licence of the vicar and wardens of Tideswell; and that the said master should not give remedy to the scholars above one day in the week, and not that customably, but on some reasonable occasion; but that he might cease teaching the scholars yearly from the feast of St. Thomas until the morrow of Twelfth-day; and from the Wednesday before Easter to the eighth day after Easter; and from Whitsun-eve to the morrow after Trinity Sunday. And after prescribing the hours of attendance at the school, he ordained that if the said master should be prevented by sickness or other lawful impediment from teaching the scholars personally, he should depute in his place an honest person, sufficiently learned to supply his office during the time of his sickness or other lawful impediment:

That the school should be divided into four forms, in the first of which should be placed young beginners, commonly called petties, who should come to learn the figures and characters of letters until such time as they could read perfectly, and sound and pronounce their words distinctly: That the said master in his own person should not be bound to teach the said young beginners whilst they continued in the first form, but only to appoint such of his scholars placed in the 3*d*, and 4*th* forms of his said school as should suffice to teach the said young beginners; and that he himself should bestow, every week, two hours at least in teaching them to pronounce and sound their words: That in the second form should be placed such scholars as should be able to read and pronounce their letters and words distinctly; and that the master in his own person should diligently teach all the scholars in the 2*d*, 3*d*, and 4*th* forms; and to those of the 2*d* form he should teach the introduction of grammar, called the "eight parts of speech;" and after prescribing the authors which the scholars in the several forms should read, and that they should be taught to translate English into Latin, and Latin into English, he ordained that on every Friday after dinner the scholars of the 2*d*, 3*d*, and 4*th* forms should exercise themselves only in writing, until such times as they could handsomely write their own Latins and lessons, the master also doing his diligence to instruct them therein:

That no scholar should continue in the school over one month, except he had books requisite for his form, or else daily write his lessons with his own hand; and that if any scholar would not be ordered by the master in all lawful and honest causes concerning his learning, honest living, good manners, or reasonable correction, or wilfully disobey or refuse to keep the statutes of the school, he should be forthwith expelled, and not be admitted again until he should have submitted himself to his said master, promising to abide his order and correction for his faults, and from thenceforth to amend the same:

That the master, every morning before he should begin to teach, and every evening before he should depart from the school, should with his scholars kneeling, say such psalms and other prayers as he should appoint:

That, if the said master or his successors should be a drunkard, dicer, carder, or negligent in teaching his scholars, or use any evil or notable crime or offence, three monitions should be given him by the vicar and wardens aforesaid, to amend his faults, and that there should be 20 days at least betwixt each of the said monitions, and if he should not amend his faults, the said vicar and wardens should remove him from the said office for ever; and that if the said

master

master should determine to depart from his office, he should give warning to the vicar and wardens at least six months before, in the school-house, or church of Tideswell, except the said vicar and wardens should be contented to take a shorter warning; and that in the mean time after such warning, the said master should diligently do his duty in his office, or else lose so much of his wages as he ought to have for the said six months service.

And to the intent that the said lands and tenements belonging to the school might be continually kept in repair, and that the rents might be well paid, and that the farmers might also have a competent living towards finding themselves and their families, that the said master, vicar, wardens, and their successors, should by no manner of means, policy or device, demise, grant, give or let to farm, the said lands, tenements, or any parcel thereof, to any person above 12 years, from the day of making the lease, nor grant or make any reversion, so long as any old or former lease should stand, or continue in force, without especial licence and assent of him the said Robert Pursglove, testified by the subscription of his name, with his own hand, and setting of his seal to the said lease and grant; and that they should not enhance or raise the rents of the said lands and tenements over and above the yearly rents thereof customably paid at the time when the said lands and tenements should first come unto the said school, nor yet take fines or gresssums for any lease of the premises to be made for 12 years, above one year's rent of the lands and tenements they should so let; and that they should also put into the common chest of the corporation such sums as they should receive for fines or gresssums, there to be kept to repair the said school-house and chamber, and for other necessary causes concerning the said corporation; provided that in all leases the accustomed rent should be fully reserved; and that they should not alien nor do any act to charge or put away any lands, tenements, or other things belonging to the school from the use of the said master, and his successors, or from any other use in these ordinances expressed, otherwise than as was before declared.

And reciting, that a chest, with three locks and keys, had been provided to be the common chest of the said corporation, he ordained that it should be set within the said school-house, and that the Queen's letters patent, and one part of these indentures, with all evidences and writings belonging to the corporation, the common seal, and all sums reserved for fines and gresssums, should be kept in it, and that one of the said three keys should remain with the said master, another with the vicar and his successors, and the third with the churchwardens.

And reciting, that he had assigned to the said master and his successors for their wages 10*l.* yearly out of the lands, &c., appertaining to the said school, he ordained that the residue of the yearly rents and profits appertaining to the school and corporation should be received by the master, vicar, and wardens together; and that within 12 days after receiving thereof, they, in the presence of six other honest men of the parish of Tideswell, should distribute all the same in alms amongst the poor and needy people inhabiting within the said parish, and most specially to such as should be aged, impotent, blind, lame, and most needy; provided, that when it should happen that there was not remaining in the said chest the full sum of 3*l.* 6*s.* 8*d.* the said master, vicar, and wardens, should reserve in their hands so much of the said rents and profits yearly remaining as would repair the said school-house and chamber over it at that very time, and so presently they to bestow the monies so reserved in reparations accordingly; and that whenever the office of master should be void, all such sums and rents as were assigned to him, or as should be due to his office rateably to the time of the vacation thereof, should be given in alms amongst the said poor people by the said vicar and wardens as before mentioned.

That these ordinances, at Michaelmas yearly, or within 12 days after, should be read openly within the school-house by such one of the scholars as the master should assign, in the presence of the said master, vicar, wardens, and their successors.

That the said master should provide a register-book, and should enter in the same the names of all the scholars, with the day and year of their first admission; and that their father or some friend should personally present them to the said master, and should pay unto him for such entering of every scholar's name four pence.

And the said Robert Pursglove also ordained, that one part of these indentures should remain in the common chest of the corporation, another with the

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master, vicar, and churchwardens of Tideswell, another with himself, and after his death with such person as he should assign, and the fourth with the said dean and chapter of Lichfield.

The following is an account of the property settled for the maintenance of this school, and for the benefit of the poor, according to the above-mentioned ordinances :

1. An estate in the townships of Tideswell and Wheston.—As no income has been derived from this property for many years, and as it will be necessary to give such particulars relating thereto as we have been able to collect at some length, it will be more convenient to postpone such particulars to the end of this case.

2. An estate in Colnworth, Bedfordshire.—By Indenture of Feoffment, bearing date 15th June 1565, the said Robert Pursglove, by virtue of the licence granted to him by the letters patent of Queen Elizabeth, in part of the lands or tenements of the yearly value of 20*l.* which he was thereby empowered to settle upon this school, granted to the master of the scholars of the said school, and the vicar and churchwardens, wardens of the said school, and their successors, a messuage, called Brois, in Colnworth, in the county of Bedford, with a close thereto belonging, containing by estimation 5 acres, another close, containing 4 acres, and 45 acres of arable land, lying in several parcels in different fields therein named; another messuage and close, containing 2 acres, with 10 acres of arable land in the town and fields of Colnworth; and another messuage, and two closes containing 2 acres, with 10 acres of arable land in the said town and fields of Colnworth; and all his interest in two parcels of land and wood in the parish of Colnworth, called Spencer's Grove and Tockett's Grove, containing 4 acres; also a close, called Langley Close, in Howesden, and a messuage in Rokesden, and two closes there containing 4 acres; and divers acres of arable land, pasture and meadow, in the town and fields of Rokesden (all which premises it is recited he had purchased with others of Roger Tocketts,) to hold the same to the said master, vicar, and churchwardens, according to the foundation and statutes of the said school.

The premises situate at Rokesden were soon afterwards sold, and by Indenture, bearing date 10th March 1568, between the master, vicar, and churchwardens, wardens of the school of Jesus Christ in Tideswell, of the one part, and Robert More of the other part, conveyed by the said corporation in consideration of 81*l.* to the said Robert More, by the description of all their messuage or tenement in Rokesden, in the county of Bedford, and their arable lands, meadows, &c. to the said messuage belonging, lately purchased of Roger Tocketts.

3. Several houses in the town of Tideswell, with a croft and gardens annexed thereto.—With respect to these premises and the school which adjoins them, the only conveyance we have been able to discover is a deed of feoffment, bearing date 29th May 1562, whereby *Nicholas Garlick* granted to the master of the grammar-school of Jesus Christ in Tideswell, and the vicar and wardens of the said school, and their successors, a parcel of land in the town of Tideswell, bounded by the church-yard on the south, the land of Ottwell Barton on the west, the land of the vicar on the north, and land of the Queen on the east, to hold the same according to the foundation and ordinances of the said school.

4. An estate in Priestcliffe, in the parish of Bakewell.—By Indenture of Feoffment, bearing date 30th June 1569, *Anthony Tunsted*, in consideration of 80*l.* conveyed to the master of scholars, vicar and wardens of the school of Jesus Christ in Tideswell, two messuages, with the appurtenances, in the town and fields of Priestcliffe, and all other his cottages, lands, tenements, commons, &c. in the said town and fields, to hold to the use of the said master, vicar, and wardens.

5. An estate in Taddington, in the parish of Bakewell.—These premises were conveyed by Indenture of Feoffment, bearing date 31st May 1672, by Edward and Thomas Rowland, in consideration of 105*l.* to Edward Creswell and Thomas Wright; and by Indentures of Lease and Release, bearing date 4th and 5th November 1675, between the said Edward Creswell and Thomas Wright of the first part, and John Alleyn, Thomas Alleyn, Edward Ash, John Creswell, Thomas Cantrill, William Bagshaw, James Robinson, Edward Bagshaw,

Bagshaw, Timothy Wright, Thomas Fletcher, and Richard Bower of the other part, the said Edward Creswell and Thomas Wright, in performance of the trust reposed in them, and, by the direction of the said John Alleyn and others, and the master of the school, vicar, and churchwardens, and divers other inhabitants of Tideswell, who had purchased the premises thereafter mentioned in the names of the said Edward Creswell and Thomas Wright, in trust for such charitable uses as they should direct, conveyed to the said John Alleyn and others, and their heirs, divers parcels of land in the Town Fields of Taddington therein particularly described, with rights of common thereto belonging, upon trust, that they or the major part of them should meet publicly in the free grammar-school in Tideswell annually on St. Thomas's-day, between nine and three o'clock, and there in writing under their hands and seals, whereunto they should affix the common seal of the free grammar-school, if they could obtain the same, elect an able and fit person to receive the rents, and in like manner direct such receiver to dispose of the said rents and profits to some good and charitable uses in such manner as to them should seem meet; and upon further trust, that when the major part of them should be dead the survivors should convey the said premises unto 10 or more sufficient freeholders, inhabitants in the said parish, and their heirs, to be nominated by the then master of the scholars, vicar, and wardens of the said school, upon the like trusts.

We have not been able to discover any subsequent conveyance of these premises; but amongst the papers belonging to the school there is a receipt signed by Sir J. Statham for two Indentures of Lease and Release, bearing date 28th and 29th March 1707, to revive the trust of the Taddington lands.

6. Certain premises in Chelmorton, in the parish of Bakewell.—We have not been able to discover any deeds relating to these premises, but we are informed that it appears from the proceedings in the Court of Chancery, in a suit which was instituted about the year 1704 by the Attorney-General against Sir John Statham and others, that they were purchased by the said Sir John Statham about the year 1704 with the sum of 100*l.* which he had theretofore had in his hands belonging to the charity, and that by the order of the Court he was directed to give up the premises to the charity.

7. A rentcharge of 40*s.* per annum issuing out of certain premises in Gedling, in the county of Nottingham.—By Indenture, bearing date 20th November 1578, Robert Fletcher, and Francis Fletcher his son and heir apparent, in consideration of 100*l.* paid by Robert Pursglove, founder of the free grammar-school of Jesus Christ in Tideswell, granted to the master of scholars, vicar, and churchwardens (being wardens of the said school), and their successors, a yearly rent of 40*s.*, issuing out of the manor of Gedling, in the county of Nottingham, and all other their lands and tenements in Gedling, to hold the said rentcharge of 40*s.* to them and their successors, according to the foundation and ordinances of the said school, with a power of distress in case of non-payment for 40 days.

The particulars of the property from which the income of this charity is now derived will appear from the following rental, with the observations thereto annexed:

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Tenants Names.	PREMISES.	TERM.	Yearly Rent.	OBSERVATIONS.
			£. s. d.	
King -	A farm-house and build- ings, and 86 acres of land in Colnworth, in Bedfordshire -	Yearly tenant -	40 - -	- - In 1825 the rent was raised from 32 <i>l.</i> The Rev. W. B. Lax, of St. Ibbs, having ascertained the value in pursuance of the request of a meeting of the inhabitants of Tideswell in January 1825. The present appears to be a good rent. £.20 was allowed the tenant in 1826, upon condition that the pre- mises should be put into complete repair. A small quantity of timber cut on this estate in 1812 was applied towards defraying the expense of an inclosure.

(continued)

Tenants Names.	PREMISES.	TERM.	Yearly Rent.	OBSERVATIONS.
			£. s. d.	
Samuel Bennett	A joiner's shop in Tideswell, and a small croft -	Yearly tenant -	3 3 -	-- The premises in the occupation of Samuel Bennett are supposed to have been part of the property in Tideswell and Wheston first above mentioned, and were probably those which were excepted in the lease to Adam Pursglove, the particulars of which will be stated hereafter. All these premises are in good repair, and are let at their fair value. In 1819 and 1820 the joiner's shop, now in the occupation of Samuel Bennett, was rebuilt at an expense of between 60<i>l.</i> and 70<i>l.</i> previously to which the rent had been only 10<i>s.</i> per annum. In 1824 one of the houses adjoining the church-yard was thoroughly repaired at an expense of between 30<i>l.</i> and 40<i>l.</i>
Samuel Dawson	A small house adjoining the church-yard in Tideswell, and a small garden - - -	Ditto - -	3 - -	
Robert Wood-roofe.	A small house, also adjoining the church-yard, with a small garden -	Ditto - -	1 12 -	
Robert Foster -	Ditto - - -	Ditto - -	3 - -	
George Harrison	Ditto - - -	Ditto - -	1 16 -	
Adam Clayton -	A small parcel of land on Tideswell Common, containing a little more than two acres allotted on the Tideswell Inclosure - - -	{ Lease for 12 years from Lady-day 1818 }	4 4 -	-- This is the fair value.
William Makinson.	In Priestcliffe : A good farm-house, homestead, garden, &c. and several closes containing altogether 45 A. 3 R. 5 P. and part of a pasture called Middle Lees, is jointly occupied by this and the next mentioned tenant : Makinson's proportion thereof being estimated as equal to 32 A. 2 R. 3 P.	{ On Agreement for 12 years from Lady-day 1825. No lease having been executed }	72 - -	-- Subject to an allowance of 2<i>l.</i> a year for repairs. This letting was according to a valuation made by Mr. Wyatt, of Foolow, a neighbouring farmer, in pursuance of a resolution passed at a meeting of the inhabitants, at which the master, vicar, and the churchwardens were present.
Joseph Hibbert	In Priestcliffe : A good farm-house, homestead, &c. and several closes, containing altogether 66 A. 3 R. 29 P. and the proportion of the Middle Lees enjoyed by this tenant being estimated at 27 A. 1 R. 3 P.	Ditto - -	67 - -	
George Hibbert	In Taddington : Several closes, containing 11 A. 0 R. 10 P. -	Yearly tenant -	15 - -	-- This appears to be a fair rent.
Exsuperius Olerenshaw.	In Chelmorton - -	Ditto - -	5 - -	-- These three tenants succeeded their father Peter Olerenshaw, and divided the property equally amongst them. The rents appear to be fair.
Peter Olerenshaw	Ditto - - -	Ditto - -	5 - -	
Jos. Olerenshaw	Ditto - - -	Ditto - -	5 - -	
	A rentcharge of 2 <i>l.</i> charged on the manor and lands at Gedling, Nottinghamshire, now belonging to Earl Manvers - - -	- - -	2 - -	-- This is regularly transmitted by the steward of Earl Manvers.
			£. 227 15 -	

The letting of the property at rack-rents instead of reserving the old rent, according to the directions of the statutes, appears to have been ordered by the Court of Chancery in the suit already referred to between the Attorney-General and Sir John Statham and others.

Besides

Besides the premises mentioned in the preceding rental there is a building, part of which was formerly used for the grammar-school, and the other part for the master.

In 1824, a Sunday-school was about to be established on the national system, and it was determined, with the consent of the churchwardens, and of Mr. Brown, the master and vicar, who resided at the vicarage, and then let the dwelling-house at 45*s.* a year, to erect an additional story above the grammar-school for the use of the Sunday-school, and to appropriate the rest of the building to the same use. The expenses incurred on this occasion amounted to 147*l.* 2*s.* 11*d.*, of which 57*l.* 10*s.* was considered as laid out in the repairs of the grammar-school, and was therefore paid out of that portion of the rents which, subject to such charges, was applicable to the poor, and the residue of the expenses was defrayed by subscription. The old rent of 45 *s.* is now paid to Mr. Brown for the upper chamber by the subscribers.

The management of the property belonging to this charity was by the statutes of the founder vested in the corporate body, consisting of the vicar, the master of the school, and the three churchwardens of the parish, one of whom is appointed for the township of Tideswell, one for Wormhill, and the third for Litton and Wheston. The present state of the corporate body is as follows: The Rev. T. Brown was appointed schoolmaster by the dean and chapter of Lichfield in February 1790, and he thereupon took the oath prescribed by the statutes. In 1796 he was collated to the vicarage by the said dean and chapter. The churchwardens have usually taken the oaths prescribed, but the present churchwarden for Wormhill had not taken it at the time of our inquiry.

The management of the property, with the letting of the lands and directing the repairs, and the receipt and disbursement of the rents, has been principally left to Mr. Brown since his appointment to the school in 1790; but he states, that in ordering the repairs upon the estate, and in letting the land, he has generally acted with the concurrence of the churchwardens.

It appears from the statutes, that the founder estimated the annual produce of the estates to be settled to the use of the charity at 13*l.* 6*s.* 8*d.*, and that he assigned to the schoolmaster a salary of 10*l.* a-year, and directed that the residue should be given to the poor, provided that whenever there should not be 3*l.* 6*s.* 8*d.* in the chest, the corporation should reserve so much of the residue as would be then sufficient to repair the school-house and chamber over it; so that in effect he gave to the poor one fourth of the clear yearly rents, deducting only thereout the expenses of repairing the school-house, and the rents having been subsequently increased, it appears that the same proportions ought to be observed in the division thereof.

The accounts of the charity produced to us commenced in the year 1790, from which time to 1799 they were kept by J. Swaine, who had been appointed receiver under a decree of the Court of Chancery, in a suit instituted by the Attorney-general at the relation of the Rev. T. Brown and others, against the then vicar and churchwardens. In 1799, 190*l.* having been paid to Mr. Brown on account, and 68*l.* 16*s.* 10*d.* for the receiver's expenses and repairs, a balance of 323*l.* 19*s.* 2*d.* was paid over to Mr. Brown.

From 1799 to 1805 the rents were received by Mr. Brown, and after taking credit to himself for his salary, at the rate of 40*l.* a-year, and charging various sums on account of the expenses incurred in the court of Chancery for repairs and other expenses relating to the estate, and for coals for the use of the school, the balance amounting to 306*l.* 18*s.* 6*d.* was divided into four parts, and out of one fourth part, being 76*l.* 14*s.* 7½*d.*, there was deducted for general expenses 69*l.* 17*s.* 1½*d.*, and the residue 6*l.* 17*s.* 6*d.* was distributed to the poor.

In like manner, from 1805 to 1823 the mode adopted by Mr. Brown, of dividing the income between himself, as schoolmaster, and the poor, has been to divide the gross rents into four parts, and to deduct out of the fourth part intended for the poor all the expenses incurred upon the estate, as well as those of the repairs of the school. In 1824 a meeting was held, which was attended by Mr. Brown and the churchwardens and several of the principal inhabitants, and Mr. Brown then claimed the right of deducting the sum of 51*l.* 14*s.* 2*d.* (being the whole expenses of the repairs in that year, and of rebuilding one of the houses in Tideswell) out of 66*l.* 14*s.* 11*d.*, the fourth part of the rents which was intended for the poor. This deduction was objected to, and in January 1825 Mr. Brown gave up his claim; and the expenses above mentioned, excepting

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9s. laid out in the repairs of the school, were deducted from the total amount^t of the gross rents received for the preceding year, and the residue was then divided into four parts; out of the fourth part for the poor the 9s. above mentioned was deducted, and the residue was distributed to the poor. According to this system, above 600*l.* has been deducted by Mr. Brown since he has held the office of master, from the one-fourth part of the rents which was intended for the poor, of which sum three fourths (deducting only what has been expended in the repairs of the school-house) ought to have fallen on Mr. Brown. At the time of our inquiry (in August 1826) the accounts subsequently to January 1825 had not been made up. How far Mr. Brown is liable to refund what he has thus improperly, as it appears, withheld from the poor, may be a fit question for a court of equity.

Except in the years 1804 and 1824, the accounts have not been made up in the presence of the churchwardens.

Until 1824 the sum set apart annually for the poor was divided amongst the different townships, according to an old scale of division, nearly in the following proportions; to Tideswell, 24 parts out of 37; to Litton 8, and between Wormhill and Wheston 5 parts.

In January 1825, the sum of 53*l.* 17*s.* 10*d.* was distributed at a meeting of the parishioners on two several days, in the presence of the vicar and churchwardens, amongst two classes of persons belonging to the parish, without appropriating any particular portion to each township; the first class of persons comprised those that were blind, lame, aged and helpless, and each person received from 10*s.* to 12*s.* 6*d.* The second class comprised other persons who were considered most necessitous, each of whom received about 5*s.*

The school is open to all boys who apply to the master for that purpose, and of late years it has been the practice to admit girls also.

The children are instructed in reading and writing, and in grammar when required, without any charge for such instruction. There were at the time of our inquiry 93 scholars, of whom three only were learning grammar. The children are also taught accounts, but for such instruction it is stated to have been customary for the master to make a charge, and the present master has accordingly charged 6*d.* a week, which is the same sum as was paid to his predecessors.

Each scholar pays 1*s.* upon admission into the school, and until lately they paid 1*s.* yearly for firing, the residue of the expenses of fuel used in the school having been included in the expenses deducted from the poor's share of the rents. This deduction seems improper, and it has lately been proposed that the children should pay 2*s.* 6*d.* each a year.

Considerable dissatisfaction seems to prevail with respect to the mode in which this school is conducted. The founder certainly contemplated the establishment of a grammar-school, though he also made provision for the instruction of children in the first principles of reading. For many years it appears almost entirely to have lost the character of a grammar-school, and it is stated, that there are many persons in the parish who now send their children to other schools at a distance, but who would be glad to avail themselves of this establishment if it bore a higher character; and it was suggested to us, that under the management of any other master the number of scholars would probably be much increased, and especially of those who would require instruction in the higher branches of literature. It appears however to us, that with respect to the competency of the present master there can be no ground of complaint; that his attendance in school is for the most part regular; and that whenever he may have been prevented from attending the school either by illness, his parochial duties, or absence from home, which does not often occur, his place has been supplied for the time by one of his sons.

With respect to the general management of the charity, it appears inconsistent with the foundation of the charity and the statutes that any person should retain the office of schoolmaster, and also hold the situation of vicar, as the schoolmaster is responsible to the vicar and churchwardens for his good conduct; and the union of the two offices prevents the interference of any person in the character of vicar, who would in general be more competent to judge of the internal regulation of the school than persons acting as churchwardens. The union of these situations seems to have proved particularly objectionable with respect to the division of the rents, for though the churchwardens,

wardens, who are generally changed from year to year, have not felt themselves bound to examine the accounts, and to secure to the poor the benefits to which they were entitled, it can hardly be supposed that any person in the situation of vicar, having no personal interest in the revenues of the charity, would for so many years have permitted, without inquiry, the property of the poor to have been reduced by the great deductions that have been made.

It may be a question whether the Court of Chancery would permit the present vicar to retain the office of schoolmaster; but it appears to us that the churchwardens are bound in the discharge of their duty to meet with the vicar annually, there to receive with him the rents of the estates, to give orders as to all the disbursements, and to divide the clear rents according to the intentions of the founder; and also to examine into the state of the school and the conduct of the master and the scholars.

We will now proceed to give such particulars relating to the Tideswell and Wheston estate, as we have been able to procure.

It appears from a schedule of documents relating to this property, which was found amongst the papers belonging to the charity, that a farm in the occupation of William Crichlow, and which had been purchased of Henry Bradshaw, by Adam Pursglove, the father of Robert Pursglove, was conveyed by the said Adam Pursglove and his wife to the master, vicar, and wardens of the school, and that a release was executed by the said Robert Pursglove to the corporation. We have not been able to discover where the deeds referred to in this schedule now are; it is supposed that they were placed in the hands of an attorney, at Chesterfield, with a view of instituting proceedings for the recovery of the land; but that they are now lost, he having died in a state of extreme poverty.

The only authentic document we have been able to procure relating to these conveyances is the note of a fine levied in Easter-term, 4th of Elizabeth, a copy of which we have obtained from the Chapter-house at Westminster, from which it appears that Adam Pursglove and Mudwina his wife, levied a fine of certain premises in Tideswell, Litton, and Wheston, to the said master, vicar, and wardens, in consideration of 40*l*.

In the schedule above referred to there is mentioned a terrier of Crichlow's lands, and amongst the documents belonging to the charity there is a terrier intitled "a terrier of the lands, &c. in Tideswell, lately belonging to Henry Bradshaw, gentleman, and now belonging to the grammar-school, of Tideswell;" and it purports to have been made 2nd March 1730. From this terrier it appears that the property consisted of a messuage and a garden, and also a cottage with a garden-head, and 32 several parcels of land, lying dispersed; and upon summing up the quantities as they are described in acres, half-acres, and roods, there appears to have been 22 acres. It is stated, however, by W. H. Cheek, esq. one of the present churchwardens, that as far as the identical lands can now be traced, the extent appears to exceed 22 acres.

By Indenture of Lease, bearing date 3d February 1564 (the original being amongst the documents belonging to the charity) between the schoolmaster or master of the scholars of the grammar-school of Jesus Christ our Saviour, of Tideswell, and the vicar and churchwardens of the parish-church of Tideswell, wardens of the said grammar-school of the one part, and Adam Pursglove, of the other part; It is witnessed, that the said master, vicar, and wardens, for a certain sum of money to them paid by the said Adam Pursglove, and by the assent and special license of Robert Pursglove, clerk, founder of the said school, demised unto the said Adam Pursglove all that their tenement or messuage in Tideswell aforesaid, then in the occupation of William Crichelow, with a stable, barn, and all lands, closes, pastures, and commons thereto belonging, with the appurtenances, in the town and fields of Tideswell and Wheston, and in the said parish of Tideswell (except to the said master, vicar, and wardens, and their successors, one tenement or cottage in Tideswell, lately in the occupation of the said William Crichelow, situate on the south side of the brook of Tideswell, with one parcel of ground or a garden-stede belonging to the said cottage, and adjoining thereto on the south side,) to hold to the said Adam Pursglove, his executors and assigns, from the date thereof, for the term of 200 years, at the yearly rent of 53*s*. 4*d*. to be paid to the said master, vicar, and wardens, at Michaelmas and Lady-day, with a power of distress and re-entry in case the said yearly rent should be in arrear; and the lease contains a covenant by the said Adam

Tideswell.

Pursglove's
Grammar School
and Charity for the
Poor,
continued.

Tideswell.
 Pursglove's
 Grammar School
 and Charity for the
 Poor,
continued.

Pursglove, to keep all the said premises in repair, having rough timber provided by the said master, vicar and wardens.

This lease appears to have been subsequently assigned to one of the ancestors of the present Earl of Newburgh, and the annual rent of 53s. 4d. is understood to have been received from the representative of that family, by the schoolmaster until the expiration of the term of 200 years, when the then schoolmaster Mr. Goddard, claimed the lands on behalf of the corporation for the benefit of the charity.

Upon the inclosure of the common fields in Tideswell and Wheston, under an Act passed in the 47th George 3, allotments were set out to the Earl of Newburgh, in respect of all his property in those townships; his claim appears to have been made as well in respect of the lands which belonged to him in his own right, as those which were in his possession belonging to the charity. The proportion of land allotted to each proprietor is stated to have been about two acres in respect of every acre of old inclosure.

As the allotments were set out generally, and not in respect of every particular parcel of land specifically, and as it would be impossible to identify every acre of land which originally belonged to the charity, it appears to us that no arrangement can be made with Lord Newburgh for the restitution of the charity-lands without the interference and sanction of a court of Equity; but except that it is insisted on his part that the lands originally belonging to the charity contained only 18 acres, as described in a lease in his possession from Adam Pursglove to Edward Crichlow, in 1565, for 21 years, there seems to be a disposition to give up an equivalent for the lands belonging to the charity, though it has been suggested on his behalf that some of the lands have been sold by his ancestors.

It must also remain as a subject of consideration for a court of Equity, whether any arrears should be paid by Lord Newburgh, and if so, to what amount, and in what manner they should be disposed of.

BAGSHAW'S CHARITY.

Robert Bagshaw, by his Will, bearing date 11th March 1670, bequeathed to the corporation of the school of Jesus, in Tideswell, and their successors, the sum of 10*l.* on condition that it should remain in the hands of his brothers William and John Bagshaw, and the survivor of them, and his heirs, they only paying to the schoolmaster of the said school for the time being the interest of the said 10*l.* on the 29th November yearly; and he appointed William Bagshaw and James Taylor his executors.

It appears from a case drawn up for the opinion of counsel in 1705, that after the death of Robert Bagshaw, his executors paid to John Bagshaw 5*l.* part of the legacy of 10*l.* given to the school, and that William Bagshaw one of the executors, and the said John Bagshaw during their lives, paid 12*s.* yearly to the schoolmaster, and that afterwards John Bagshaw, who was the survivor, paid the same sum to the said schoolmaster during his life.

The said John Bagshaw, by his will bearing date 23d October 1704, devised to his son William Bagshaw, and his heirs, all his messuages and lands in Great Hucklow, Little Hucklow, and all his lands in Tideswell, which he had purchased of Mr. Davenport and Edward Ash, and his Smelting Mill, at Cotley, with a close lying near the same purchased of Mr. Burton, and the groves, lead mines, and meres of ground in Great Hucklow, Tideswell, and Bradwall, he and his heirs paying yearly to the free grammar-school of Jesus, in Tideswell, 12*s.* on the feast of St. Thomas.

In respect of this charity, the yearly sum of 12*s.* was received by the schoolmaster up to Midsummer 1805, from the tenant of Mr. Milnes, of Wakefield, the owner of an estate in Great Hucklow. This estate has since been sold, and it now belongs to Mr. Bernard John Wake, an attorney at Sheffield.

In answer to an application made to him by us, he states that the earliest deed in his possession relating to the estate at Hucklow, is dated in 1722; that such deed does not, nor do any of the subsequent deeds take any notice of the above-mentioned outgoing, and that he had no notice of such outgoing on his purchasing the estate, and he therefore refuses payment.

DONOR UNKNOWN.

Tideswell.

The yearly sum of 6*l*. has been paid for many years by the lord of the manor of Tideswell for the instruction of poor children.

Donor Unknown.

In 1802 the manor and 181 acres of land, the property of the late John Archer, esquire, were sold in one lot, under an order of the Court of Chancery, and in the printed particulars this lot was stated to be subject to the payment, amongst other things, of 6*l*. a year for teaching 20 poor children to read and write, but it is added, " It is not certain whether this is a permanent or only a voluntary payment ; it is believed to be only a gratuity."

This lot was purchased by the Duke of Devonshire, and the sum of 6*l*. per annum has been paid up to 1825 to a schoolmaster in the town of Tideswell for teaching a few poor children in reading.

A proposal has been made by some of the inhabitants to the agent of the Duke of Devonshire, requesting that this payment may in future be applied towards the expenses of the Sunday-school, which is supported by voluntary contributions, and is taught in a room over the grammar-school.

HODGKINSON'S CHARITY.

Hodgkinson's
Charity.

By Indenture, bearing date 16th June 1592, between *Robert Hodgkinson*, of the Milne Houses, in Tideswell, and Edith his wife, of the first part, Oliver Bagshaw, of the second part, and Henry Bagshaw and John Tunsted, of the third part, the said Robert Hodgkinson covenanted to levy a fine for the purpose of assuring all his messuages, lands, tenements and hereditaments at Milne Houses, and at Hardwickwall and elsewhere, to Henry Bagshaw and John Tunsted, to the use of himself and of Edith his wife for their lives, and the life of the survivor of them, and after their decease to the use of his first and other sons and daughters successively in tail, with remainder, in case he should die without issue, to the use of the said Oliver Bagshaw and his heirs ; and it was provided, that in case the said Robert Hodgkinson should die without issue, the said Oliver Bagshaw should pay yearly to the vicar and churchwardens of the parish-church of Tideswell, to be by them employed and bestowed for and towards the relief and sustentation of the poor and impotent people dwelling and resident within the said parish the yearly sum of 40*s*. at Michaelmas and Lady-day.

The annual sum of 40*s*. is paid out of lands at Mill-house Dale, situate in the township of Tideswell, by the respective owners thereof in the following proportions :

The Duke of Devonshire, 30*s*. by Mary Sheldon, tenant.

Robert Holmes - - 5*s*.

William Bower - - 5*s*.

£.2 -

The sums are paid to the churchwardens of Tideswell and Wheston, who distribute the amount to the poor about Easter, principally amongst those who reside in the town of Tideswell, in shillings and sixpences.

HAMERSLEY'S CHARITY.

Hamersley's
Charity.

It appears from a tablet in the church that *Nathaniel Hamersley*, of Tideswell, by his Will, bearing date November 4th, 1736, left the interest of 100*l*. to be distributed in the following proportions, viz. to the vicar, 3*l*. 12*s*., to the poor in bread, 1*l*. 4*s*., and to the sexton, 4*s*., for cleaning the church and chancel four times a year ; and the 100*l*. is there stated to be secured on the turnpike-road from Sheffield to Buxton.

The sum of 100*l*. still remains secured as above mentioned at five per cent. The interest is paid irregularly ; it appears, however, that all arrears up to Michaelmas 1822, inclusive, have been paid, and it is understood that the Commissioners of the turnpike-road will from this time pay the amount of one year's interest every year, though they will not at present be able to pay the arrears.

With the yearly sum of 1*l*. 4*s*., part of the interest, bread has been provided and distributed to the poor in the church, under the directions of the vicar.

Tideswell.

Hamersley's
Charity,
continued.

The accounts of this branch of the charity appeared at the time of our inquiry to stand thus :

In March 1816, the accounts between the baker and the vicar were settled, bread having been provided and paid for to the amount of 1*l.* 4*s.* per annum, with the interest due up to Michaelmas 1816.

From this period to March 1822 no bread was given away in respect of this charity ; in March 1822 the distribution was resumed, and continued for one year, in which period bread was provided by the baker, in twopenny loaves, to the amount of 2*l.* 8*s.* ; and this sum was at the time of our inquiry due to him, subject to the settlement of a private account between him and the vicar. No bread had been distributed since March 1823, so that the interest having been received by the vicar up to Michaelmas 1822, there was in his hands a balance of 4*l.* 16*s.* applicable to this purpose, after settling the bill for bread provided in 1822-3.

As this irregularity in the distribution seems to have arisen from the uncertainty which has prevailed as to the payment of the interest on the turnpike security, we trust that, as it is likely to be paid more punctually in future, the distribution of bread will also be made with greater regularity ; at all events, it ought now to be resumed until the arrears due from the vicar are expended.

CHARITIES OF ROSSINGTON AND OTHERS.

Charities of
Rossington and
others.

It further appears from a tablet in the church that *Ann Rossington*, by her Will, bearing date 7th July 1737, gave the sum of 20*l.*, the interest thereof to be distributed amongst the poor of Tideswell on St. Thomas-day yearly, for ever.

That *William Holmes* gave 50*l.*, the interest thereof to be given in bread to the poor of Tideswell by the churchwardens and overseers.

And that *James Middleton*, of Tideswell, left 10*l.*, the interest thereof to be distributed in like manner.

These several donations, with the further sum of 20*l.* given by some person unknown, making up 100*l.*, is secured on the tolls of the turnpike-road from Sheffield to Buxton.

The interest up to Michaelmas 1822 has been paid to the churchwarden of Tideswell, but with the same irregularity as noticed under the preceding head.

The same baker who has been employed by the vicar on account of the preceding charity has provided bread for the churchwarden. The usual practice has been to send 2*s.* worth of bread to the charity every Sunday until the bill amounts to 5*l.* ; and if a year's interest is then in the churchwardens hands it is immediately paid, but if there is no money in hand the distribution of bread is discontinued until another year's interest is received. In September 1826, the bill for the preceding year having been then lately paid, the baker had commenced a fresh supply, at the rate of 2*s.* worth a week. The distribution is made by the churchwardens amongst such of the poor attending Divine Service at the church as they think the most proper objects.

DOWNES'S CHARITY.

Downes's Charity.

We are informed that Miss *Downes*, of Sheffield, by her Will, about the year 1811, gave the interest of 100*l.* to be divided amongst the poor of the parish of Tideswell every New Year's-day, and appointed John Skelton and John Wright her executors.

The amount of this legacy is in the hands of Mr. Peter Wright, of Eyam, the brother of the executor John Wright.

The yearly sum of 5*l.*, as the interest of the above-mentioned legacy, has been transmitted by him annually, by the 1st of January, to the vicar or churchwardens of Tideswell, by whom it has been distributed amongst the poor of the parish.

The interest, however, which was due at New Year's-day 1825, was not sent as usual, Mr. Wright having, as we are informed, insisted upon the vicar and churchwardens finding some means of laying the principal out on good security.

Some steps ought immediately to be taken for this purpose.

GISBORNE'S CHARITY.

Gisborne's Charity.

The sum of 5*l.* 10*s.* received by the vicar on account of the charity of the Rev. *Francis Gisborne*, the particulars of which are stated in a former part of this Report, amongst the charities in the parish of Bradley, is laid out in the

purchase of flannel, which he distributes amongst the poor of the parish of Tideswell.

Tideswell.

TOWNSHIP OF TIDESWELL.

MELLOR'S CHARITY.

It is stated on a tablet on Tideswell church, that *Robert Mellor*, by his Will bearing date the 5th June 1736, gave the sum of 10s. a year for ever to be distributed on Christmas-eve, and charged his lands lying at Tideswell with the payment thereof.

Mellor's Charity.

The sum of 10s. is paid by Ann Royston, as a charge upon a house, and small quantity of land in Tideswell, which she has lately purchased. On Christmas-eve the churchwarden calls at her house and receives the money, and there distributes it amongst all the poor persons of the township of Tideswell who apply, in very small sums, generally in copper.

ROBINSON'S CHARITY.

It is also stated on a tablet that *George Robinson* gave by his Will 40 three-penny loaves to be distributed to the poor of Tideswell every Christmas-eve, for ever.

Robinson's Charity.

The annual sum of 10s. is considered as a rentcharge issuing out of three small houses in Tideswell, belonging to Elizabeth White. This sum she lays out in the purchase of 40 three-penny loaves every Christmas-eve, which are distributed by the churchwarden, at her house, amongst poor persons of the township of Tideswell.

TOWNSHIP OF LITTON.

CRESWELL'S CHARITY.

Mary Creswell, as stated in the Parliamentary Returns of 1786, gave to poor widows not receiving relief, land then vested in James Jackson, and producing 2s. 6d. yearly.

Litton.

Creswell's Charity.

The yearly sum of 2s. 6d. is supposed to be a charge upon a croft called the Widow's Croft, containing about one rood, in Taddington, now belonging to Richard Gibbs, from whom that annual sum is received, when it is demanded by the overseer, and divided amongst five poor widows.

BAGSHAW'S CHARITY.

The particulars of William Bagshaw's charity will be found in a former part of this Report amongst those for the township of Glossop.

Bagshaw's Charity.

The arrears of the yearly sum of 5s. to which this township is entitled, were received for five years, a short time before September 1826, from Mr. Ashton, of Castleton, on account of the Rev. William Bagshaw, and the amount was divided equally amongst five poor widows not receiving parochial relief, who were appointed at a vestry.

TOWNSHIP OF WHESTON.

NEWTON'S CHARITY.

Wheston.

By Indenture, bearing date 30th December 1816, and enrolled in the King's Bench, Hilary term, 57 George III. between Bernard Edward Duke of Norfolk, of the one part, and Teresa Mary Newton, widow and executrix of Vincent Newton, deceased, who was the surviving executor of the will of Margaret Newton his former wife, of the other part, reciting, that the said *Margaret Newton*, by her Will, bearing date 2d February 1781, and proved in the Prerogative Court of Canterbury, gave to her said husband and Henry Bell, their executors, administrators, and assigns, 100l. in trust, to place out the same upon government or real securities, and to pay the interest thereof to the person for the time being entitled to the real estates of her late uncle Robert Freeman, in the county of Derby, to be by such person distributed amongst the poor of the hamlet of Wheston, in the parish of Tideswell, at Easter in every year; and reciting, that the Duke of Norfolk, under the limitations in the will of the said Robert Freeman, bearing date 6th January 1763, had become possessed of the said real estates in the county of Derby; and reciting, that the said Teresa Mary Newton being desirous of serving the said charity had requested the said Duke of Norfolk to receive the said 100l. and to enter into covenants for the regular application of the interest thereof,

Newton's Charity.

Wheston.
 Newton's Charity,
continued.

thereof; the said of Duke of Norfolk, in consideration of the said sum of 100*l.* agreed with the said Teresa Mary Newton, that he, his heirs, executors, &c. should at all times thereafter pay and distribute the yearly interest of the said sum of 100*l.* amongst the poor of the said hamlet of Wheston, at Easter in every year, according to the direction contained in the will of the said Margaret Newton; and the said Duke demised to the said Teresa Mary Newton, her executors, administrators and assigns, all that ancient inclosure or parcel of land theretofore called the Great Ridden Flatt, but thenceforth intended to be called the Poors Close situate in the hamlet of Wheston, containing 7*A.* 3*R.* 31*P.* and bounded as therein mentioned, and then in the occupation of Thomas Frith, for the term of 5,000 years from the date thereof, upon trust, (in case the interest of the said 100*l.* should not be distributed by the said Duke in manner before mentioned) that the said Teresa Mary Newton, her executors, &c. should at the expiration of six calendar months, by demise, sale, or mortgage, or other disposition of the said ancient inclosure, levy and raise such sum as should be necessary for repaying the said Teresa Mary Newton, her executors, &c. the said sum of 100*l.* and all expenses incident thereto.

The yearly sum of 5*l.* is paid by Mr. Ellison, steward of the Duke of Norfolk, and distributed by him to the poor of this township not receiving any relief from the poors-rates.

CHAPELRY OF WORMHILL.

SCHOOL.

Wormhill.
 School.

The following benefactions appear to have been given for the support of a school in the chapelry of Wormhill:

Roger Wilkson, by Will, bearing date 4th April 1714, after giving all his lands at Biggin, in the parish of Hartington, to trustees to be employed for the benefit of a free-school, which was afterwards established at Priestcliffe, in the parish of Bakewell, gave 3*l.* a year to and for a schoolmaster at Wormhill, that should be elected by the trustees therein above named for Priestcliffe.

It is understood in the chapelry, that the sum of 70*l.* was reserved by the trustees under the will of *Roger Wilkson*, for providing the yearly sum of 3*l.* for the schoolmaster at Wormhill; but that this sum was lost above 30 years ago by the insolvency of a tradesman at Manchester, named Bagshaw, in whose hands it had been placed out at interest.

The sum of 40*l.* appears also to have been left by the will of *Elizabeth Palfreeman* in 1782, for teaching four poor children. This sum was placed out at interest in the hands of Anthony Wright, the owner of a farm at Wormhill. Upon his death the farm came to his son William Wright, who paid 1*l.* 12*s.* per annum as the interest thereof, until he failed and sold his farm for the benefit of his creditors about nine years ago.

Richard Bagshaw, by his Will, bearing date 13th March 1749, and proved in the Prerogative Court of Canterbury, gave 20*l.* to be laid out in lands, or put out at interest by his executors, the interest to be paid every year to a schoolmaster in Wormhill towards the teaching of poor children there. And he appointed his sons Richard, William, and John Bagshaw, his executors.

It appears that the amount of this legacy was in the hands of John Bagshaw, esquire, of the Oaks, near Sheffield, who died in 1801, but that no interest has been paid since his death.

This and several other matters having been in dispute between the Rev. William Bagshaw, of Bannercross, the executor of the said John Bagshaw, and Sir William Chambers Bagshaw, who succeeded to the Oaks estate, an arrangement was made, and by deed bearing date 30th September 1825, the said Sir W. C. Bagshaw, and his son W. J. Bagshaw, esquire, undertook, amongst other things, to be responsible from the date of the deed for the principal and interest of 20*l.*, the charity of Richard Bagshaw to Wormhill.

The arrears of interest up to the 30th September 1825 seem to be payable out of the personal estate of the said John Bagshaw.

WILKSON'S CHARITY FOR BREAD.

Wilkson's Charity
 for Bread.

Bread to the amount of 6*d.* a week is provided by a baker at Tideswell, who is paid by James Beech, esq. of Shaw, in the county of Stafford, the owner of a farm in Wormhill supposed to have been formerly the property of *Roger Wilkson*, and by him charged with this payment.

The

The bread is brought in threepenny loaves to the chapel at Wormhill on the first Sunday in every month, and distributed there by the chapelwardens to the poor who attend service.

Wormhill.
—

WRIGHT'S CHARITY.

Anthony Wright, who died in 1768, left 30*l.*, the interest to be given to the poor at Christmas. This money was in the hands of the same person who held the legacy of *Elizabeth Palfreeman*, as mentioned under the head of the school, and was lost under the same circumstances.

Wright's Charity.

SMITH'S CHARITY.

Gervase Smith, who died in 1760, by his Will, gave 15*s.* a year, to be given to a number of industrious poor people of Wormhill at Christmas.

Smith's Charity.

This sum is now paid out of a field called the Poor Piece, which was purchased by *Sir William Chambers Bagshaw* about 10 or 12 years ago, subject to this payment; the field formerly belonged to *Thomas Silvester*, by whom it appears by the Parliamentary Returns of 1786 it was then paid.

The sum of 15*s.* is received by the chapelwardens, and distributed by them and some of the principal inhabitants about Christmas to about five or six poor persons, whom they think most deserving, principally such as do not receive parochial relief.

BAGSHAW'S CHARITY.

The particulars of *William Bagshaw's* charities will be found in a former part of this Report, amongst those for the township of Glossop.

Bagshaw's Charity.

The Rev. *William Bagshaw*, who appears to be the owner of the premises subject, amongst other things, to the payment of 5*s.* a year to the poor of this chapelry, distributes annually to the said poor a sum of 5*l.*, which may perhaps be considered as including the sum of 5*s.*, but the whole has hitherto been given away as a voluntary donation. It seems advisable that the sum to which the poor are entitled should in future be kept in some way distinct.

GISBORNE'S CHARITY.

The sum of 5*l.* 10*s.*, received by the officiating curate of this chapelry, in respect of the charity of the Rev. *Francis Gisborne*, the particulars of which will be found in a former part of this Report in the parish of Bradley, is laid out by him in the purchase of flannel and woollen cloth, which he distributes to the poor of the chapelry about Christmas.

Gisborne's Charity.

HUNDRED OF REPTON AND GRESLEY.

PARISH OF CALKE.

TICKNALL SCHOOL AND HOSPITAL.

The particulars of these respective charities, to the benefit of which the parish of Calke is jointly entitled with the parish of Ticknall, will be found in a subsequent part of this Report.

Calke.

—
Ticknall School
and Hospital.

PARISH OF CHELLASTON.

HERICK'S CHARITY.

In the Parliamentary Returns of 1786 it is stated that Mr. *Herick* gave a rentcharge of 13*s.* for bread to the poor of Chellaston, then vested in *Thomas Brown*, but the date of the donation is not mentioned.

Chellaston.

—
Herick's Charity.

Mr. *Thomas Brown Dummelow* is now the owner of the lands which in 1786 belonged to *Thomas Brown*, but we cannot obtain any further information as to this charity.

PARISH OF CROXALL.

CHARITIES OF ALLSON AND HORTON.

In the Parliamentary Returns of 1786, it is stated that *Edmund Allson* gave to the poor of Croxall 5*l.*, and that *Francis Horton*, by Will in 1785, gave 5*l.* to the poor of Croxall, and 5*l.* to the poor of Catton in this parish, all which sums

Croxall.

—
Charities of
Allson and Horton.

Croxall.

are there stated to have been vested in Eusebius Horton, esq, and to have produced altogether 15s. per annum.

It does not appear that the interest of these sums was ever paid to the parish officers, or that it was distributed at any fixed periods as a permanent charity. It is stated, however, that the late E. Horton, esq. occasionally gave away money to the poor of Croxall and Catton, in which possibly the interest of these sums may have been included.

Charities of
Allson and Horton,
continued.

PARISH OF FOREMARK AND INGLEBY.

CHARITIES OF MARY AND DOROTHY BURDETT.

Foremark and
Ingleby.

Charities of Mary
and Dorothy
Burdett.

Mary Burdett, by her Will, bearing date 5th January 1697, and proved in the Prerogative Court of Canterbury, desired that her executor, Sir Robert Burdett, and his heirs, should dispose of 10*l.* yearly until he or they should lay out the sum of 200*l.*, so that the interest or profit thereof might yearly for ever be disposed of by her executor, and his heirs, amongst the poor of Foremark, Ingleby, Milton, Repton, or any of them, in clothing poor women, distributing bread on Sundays, paying for the schooling of girls, buying of Bibles and Common Prayer-books, or such other way as her executor and his heirs should think to be the greatest charity.

Dorothy Burdett, by her Will, bearing date 19th of February 1717, and proved in the Prerogative Court of Canterbury, desired that her brother Walter Burdett, during the term of his life, and after his decease, her brother John Burdett, during his life, and after the decease of her two brothers, that her kinsman Sir Robert Burdett, and his heirs, should dispose of 10*l.* yearly out of the rents of Hoggs Hill Farm, until he or they should lay out the sum of 200*l.*, so that the yearly interest and profits thereof might yearly for ever be disposed of or laid out by the said Sir Robert Burdett, and his heirs, amongst the poor of Foremark, Ingleby, Repton, Milton (a hamlet in Repton,) and Ticknall, in the county of Derby, and of Polesworth, in the county of Warwick, or any of them, in clothing poor women, distributing bread on Sundays, paying for the schooling of girls, buying Bibles and Common Prayer-books, or such other ways as the said Walter Burdett and John Burdett, for their lives, and after their decease, the said Robert Burdett and his heirs, should think to be the greatest charity.

It does not appear that either of the sums of 200*l.* has been laid out in pursuance of the wills of Mary and Dorothy Burdett; but Sir Francis Burdett, who is the owner of the Hogshill farm, pays annually at least the sum of 20*l.*, to be applied to the charitable uses appointed in the said wills.

Under the directions of his agent, a quantity of beef and clothing is provided annually at Christmas, and the poor of the several places interested attend with the respective overseers at Foremark Hall, where the meat and clothing is distributed. As the sum disposed of annually in this manner far exceeds the interest of the legacies above mentioned, we have thought it unnecessary to inquire further into the particulars.

PARISH OF CHURCH GRESLEY.

ADAMS'S CHARITY.

Church Gresley.

Adams's Charity.

A paper was produced to us, purporting to be an extract from the Will of *John Adams*, bearing date 12th February 1682, whereby he gave to the constabulary of Church Gresley 40*s.* a year, for ever, to be paid out of his lands in Gresley Park by his heirs, as follows: viz. to the poor of Church Gresley 15*s.* per annum, of Castle Gresley 5*s.*, of Swadlingcote 10*s.*, of Donisthorpe 5*s.*; and of Oakthorpe 5*s.*; and he desired that the said several sums should be distributed to the most indigent poor by one or two of the most substantial inhabitants of each hamlet, on St. Thomas's-day.

We have not been able to discover a trace of any payment whatever having been made in respect of this charity, and from the evidence laid before us, it appears that nothing has been paid, at least for a period of nearly 70 years.

The

The greater part of the lands in Gresley Park which belonged to the testator is now the property of Miss Worthington; and in answer to our inquiries on this subject we are informed by her solicitor that he has examined all the decds and papers which compose the title to this estate, and that it appears from thence that the testator was tenant in tail only; that the estate became the subject of partition in 1737, and again in 1767; and that the charge was not mentioned in the decds for effecting these partitions; and that since the will of the said John Adams no document appears in the title which recognizes the charge in question.

Under the circumstances above stated it seems that it would be extremely difficult at this distance of time to substantiate a claim on behalf of the charity.

Church Gresley.
—
Adams's Charity,
continued.

TOWNSHIP OF CHURCH GRESLEY.

DONOR UNKNOWN.

In the Parliamentary Returns of 1786 it is stated that the sum of 10*l.* then vested in Richard Smith, and producing 8*s.* per annum, had been given to the poor of Gresley by some person unknown.

Donor Unknown.

This sum appears to have been placed out at interest until 1819 when it was expended, with the addition of 1*l.* advanced by the township, in the purchase of a piece of land called, the Bottom of New Croft, containing 400 square yards, or thereabouts, which by deed of feoffment, bearing date 1st March 1819, and enrolled in Chancery on the 15th of the same month, was conveyed by George Broadhurst to John Hunt, overseer of the poor of the township of Church Gresley, and John Woodward, churchwarden of the said township, and their heirs, in trust, to be used for the erecting of houses thereon, wherein to lodge, keep, maintain and employ any such poor of the said township as should desire and be entitled to receive relief therefrom.

No buildings have been erected on this land, but it is let to John Whittaker as yearly tenant, at a fair rent of 8*s.* per annum.

The overseer of the township receives the rent, and distributes it to the poor; at the time of our inquiry (August 1826), he had 16*s.* in hand undisposed of, but it was proposed to distribute this sum and another year's rent which had not then been paid by the tenant to the poor at the ensuing Christmas.

TOWNSHIP OF LINTON.

DONOR UNKNOWN.

In the Parliamentary Returns of 1786 there is mentioned under the head of Gresley, a donation of 16*l.* to the poor, then vested in Joseph and Thomas Wilkes, and producing 13*s.* per annum, the donor thereof being unknown.

Linton.
—
Donor Unknown.

This sum of 16*l.* which is supposed to have been given to the poor of the township of Linton, is now in the hands of Edward Smith of Burton, the owner of a considerable estate in this township, but it does not appear that he has given any security for it. The sum of 16*s.* a year is paid as interest thereof by his brother-in-law George Eld Smith, who occupies his estate in Linton, and is distributed by him amongst the poor of Linton, at his own discretion, not annually, or at any fixed periods, but occasionally, as it is stated, when the necessities of the poor have been most pressing.

It appears desirable that Mr. Edward Smith should give some acknowledgment for this money, and that the distribution of the interest should take place at stated periods, and in a more public manner.

There was formerly a further sum of 10*l.* the interest of which was distributed to the poor of this township, but it appears to have been lost several years ago by the insolvency of a farmer in whose hands it was placed.

TOWNSHIP OF SWADLINCOTE.

TAYLOR'S CHARITY.

It is stated on a tablet in the Parish-church, that *Dorothy Taylor*, by her Will, gave 10*l.* the interest thereof to be paid to the poor of the hamlet of Swadlingcote, annually, at Christmas. The date of this bequest, according to the Parliamentary Returns of 1786 was 1760.

Swadlingcote.
—
Taylor's Charity.

Swadlingcote.

Taylor's Charity,
continued.

The sum of 10*l.* is in the hands of Mr. John Brown, who has given to the overseers a promissory note for the amount, which is deposited in the parish chest. Mr. Brown pays 10*s.* a year as the interest, and this sum he distributes amongst three or four poor persons of Swadlingcote, at Christmas, with the assistance of some other inhabitant of the township, and a regular account is kept of the distribution.

PARISH OF HARTSHORN.

DETHICK'S CHARITY.

Hartshorn.

Dethick's Charity.

The Rev. *William Dethick*, by his Will, bearing date 24th August 1624, and proved at Lichfield in 1626, bequeathed to his executors thereafter named the sum of 100*l.* or more, if need should require, to the intent that they should purchase therewith lands, tenements or rents, of the yearly value of 7*l.*, at the least, such lands, tenements or rents, to be immediately conveyed by feoffment, or other sufficient assurance, to the lord or owner of the lordship of Newhall, in the county of Derby, and the incumbent of the parish church of Hartshorn, for the time being, and to John Benskin and two other persons therein named, and their heirs, in trust nevertheless that they should for ever thereafter employ the whole profits and yearly revenues of the said lands to the uses declared in a Schedule under his hand and seal, a true transcript whereof, word for word, with such preface in remembrance of his gift as his executors should think meet, he directed should be affixed to the feoffment of the said lands, the better to manifest and express his desire and meaning in this behalf; and he earnestly requested the said feoffees, and all others which should thereafter at any time have interest in the said lands to the uses in the Schedule mentioned, that they would with care and conscience see the same performed according to his true intention.

By the Schedule referred to in the will it was directed that the feoffees of the said lands should every year, out of the profits thereof, pay to such schoolmaster as should teach school at Hartshorn the sum of 4*l.* by quarterly payments, towards his maintenance; also that they should pay to the churchwardens of the said parish of Hartshorn every quarter of a year the sum of 13*s.* to be distributed to six of the poorest of the inhabitants of Hartshorn, by them and the minister for the time being, in bread every Sabbath-day throughout the year, to each of them a two-penny loaf having the advantage in it; and it was provided that no poor should receive such alms but such as should come then to the church, unless they should be sick, nor any that should on those days send, fetch or carry any corn or meal to or from the mill; and that the said churchwardens for the time being should for their pains in the distribution of the said bread, and providing the same at the best rate, receive yearly of the feoffees the sum of 2*s.*, and that when the revenues of the lands to be bought as aforesaid would amount thereunto, over and besides the payments before mentioned, the feoffees should pay yearly to the said churchwardens the sum of 6*s.* to be by them distributed to twelve of the poorest people in Hartshorn, on the 25th day of December, yearly, being the testator's birthday; and that if at any time thereafter the said lands would yield more yearly profit than was thereinbefore disposed of, then the said feoffees should allow the same quarterly to the churchwardens of Hartshorn, to be distributed weekly to more poor, in such manner as the other was before appointed; and it was further directed, that one of the said feoffees (excepting the Lord of Newhall) should every year successively receive the rents and pay them according to the directions before given; and that when any of the said three feoffees named in the said will should depart this life, the said lord of Newhall, and parson of Hartshorn for the time being, together with the other surviving feoffees, should elect one or more able and sufficient person or persons, dwelling in or near Hartshorn, who should be estated in the said lands jointly with the survivors; and that if any of the feoffees and churchwardens should at any time refuse or neglect to execute for one whole year the trust reposed in them, the whole benefit of his bequest should go to the poor of Newhall and Stanton.

By a Codicil, dated 19th August 1625, reciting that in his Will, or in a Schedule annexed thereto, he had given to the schoolmaster of Hartshorn, the sum
of

of 4*l.* per annum, and to the poor of Hartshorn 52*s.* per annum, the testator revoked both the said gifts so far as concerned the sums given to those two uses; and gave to the said schoolmaster the sum of 40*s.* per annum, and no more, and to the poor 26*s.* 8*d.* per annum and no more; and for the other moiety of that which he had formerly set down in his will for those two uses he directed that it should be left wholly to the discretion of his executors, to be employed either to those uses, or any other that they should judge to be more expedient.

The principal part of the documents belonging to this charity appear to have been lost in 1799, upon the death of the Rev. Stebbing Shaw who was rector of this parish.

The only deed of conveyance produced to us was an indenture of feoffment, bearing date 13th June 1702, whereby the Rev. Thomas Disbrowe, rector of Hartshorn, described as the surviving feoffee of the lands and tenements thereafter mentioned, in the performance of the trust reposed in him under the will of William Dethick, and to the intent that Thomas Hopkinson and Jonathan Spencer should re-enfeoff the said Thomas Disbrowe and others according to the directions of the said William Dethick, granted and enfeoffed to the said Thomas Hopkinson and Jonathan Spencer and their heirs, a messuage in Ticknall and the lands thereto belonging, and four acres of meadow-ground in Ticknall Meadow, and a tenement with a back-side thereto belonging, in Burton-upon-Trent.

We are informed that under a subsequent deed Thomas Hassall is the only surviving trustee, besides the incumbent and the lord of the manor of Newhall, but a new conveyance to trustees is now in preparation.

The property of the charity consists of,

1.—A good house and about 32 acres of land, in the parish of Ticknall, now let to Thomas Sale as yearly tenant, at a good rent of 50*l.* per annum.

These lands were set out to the trustees of the charity about 50 years ago, upon an inclosure, in lieu of several small parcels of land dispersed in the open fields.

About twelve years ago the house was re-built by the tenant at an expense of at least 200*l.* towards which he was permitted to cut a few trees growing on the farm, worth about 25*l.*

2.—Two houses with small gardens in the High-street of Burton-upon-Trent. These premises had been let at 2*l.* a year, on a lease for lives, which expired in 1821, at which period the premises were left in a very bad state of repair.

One of these has since been put into tenantable condition, at an expense of about 35*l.*, and is now let to ———— Dean, at a good rent of 15*l.* a year, the other house is in the occupation of Robert Blood, as yearly tenant at the same rent, this however is stated to be too high a rent, as the buildings are in bad repair, very little having been laid out upon them at present from the funds of the charity.

The affairs of this charity were for several years under the management of the Rev. Stebbing Shaw above mentioned. Upon his death, his son, who succeeded to the rectory, undertook the management of the charity. He died in 1802, at which period there appears to have been a balance of 63*l.* 10*s.* in his hands. The Rev. Francis Tunncliffe, the present rector, was his executor, and though it appears that there were sufficient assets to discharge many of his debts, nothing has been paid in respect of the debt due to the charity, a memorandum of which was given to Mr. Tunncliffe by the late schoolmaster, and he states that he has distributed all the money which has come to his hands, and that there are no hopes of receiving any thing further. As Mr. Tunncliffe, being rector, stood in the situation of a trustee of this charity, there seems to have been extraordinary neglect in not applying a proportionate part of Mr. Shaw's effects towards the payment of the above-mentioned debt.

From 1802 to 1813 the whole management of the charity was left to the late schoolmaster, William Stenson, who received the rents to his own use, paying thereout 2*l.* 12*s.* per annum, to be distributed in bread to the poor. Upon his death in 1813 Mr. Tunncliffe took the management of the charity, and the school being small, and in a dilapidated state, it was taken down, and a new school built capable of holding above 60 scholars, the cost of which amounted to nearly 170*l.* In order to defray this expense the schoolmaster's salary was limited to 30*l.*, 10*l.* being also paid for the rent of a house for his

Hartshorn.
Dethick's Charity,
continued.

residence; and the residue of the rents (2*l.* 12*s.* being first deducted for bread to the poor) was applied in payment of those expenses. At Lady-day 1825 this debt being discharged, the master's salary was raised to 50*l.*, exclusive of the sum of 10*l.* paid for the rent of his house.

The regular annual expenditure at the present time consists of

							£.	s.	d.
The schoolmaster's salary	-	-	-	-	-	-	50	-	-
Rent of his dwelling-house	-	-	-	-	-	-	10	-	-
Bread for the poor	-	-	-	-	-	-	2	12	-
Insurance of school	-	-	-	-	-	-	-	4	-
							£.	62	16 -

To this is to be added the annual expense of mending the school-windows, &c., and of repairing the houses in Burton.

Mr. Tunncliffe has not kept any regular account of his receipts and disbursements, so that though he may have expended the whole of the rents he has received since he undertook the management of the charity, we have no means of ascertaining that fact. We trust that in future the accounts will be entered in a book, and regularly audited by the trustees, for which purpose it may be expedient to meet annually, as was formerly the practice, in Easter week.

The present schoolmaster was appointed by the rector and two other persons then acting as trustees, and at the time of his appointment it was agreed that he should take 30 children free.

The master and the two acting trustees determine together what children shall be admitted on the free list, and they nominate such as appear to be the greatest objects of charity, their parents being settled parishioners of Hartshorn. The free scholars are taught reading, writing and accounts, and are provided by the master with books without any charge; the master has other children, who pay for instruction, making in the whole generally from 50 to 70 scholars.

The yearly sum of 2*l.* 12*s.* is disposed of in bread, as will be stated under the following head.

The system of applying the whole produce of this charity (except the small sum of 2*l.* 12*s.*, which is distributed in bread,) in the education of poor children, is probably more beneficial to the poor than any other. It will be observed, however, that the testator, William Dethick, directed that the residue of the increased rents, after paying certain specific sums thereout for particular purposes, should be allowed quarterly to the churchwardens, to be distributed weekly to more poor in such manner as in the said will was before appointed, viz., in twopenny loaves.

HAZARD'S CHARITY.

Hazard's Charity. A yearly sum of 5*l.* 4*s.* is paid in respect of a charity supposed to have been derived from the gift of *John Hazard*, by the tenant of a farm called the Brick House, lately purchased by the Earl of Chesterfield from a person of the name of Toon.

In the Parliamentary Returns of 1786, in which it is stated that John Hazard, by his will in 1724, gave a rentcharge, then vested in Joseph Toon, for bread to the poor of this parish, the amount of the rentcharge is stated to be 5*l.*

With this sum of 5*l.* 4*s.*, and the 2*l.* 12*s.* arising from Dethick's charity as before mentioned, 3*s.* worth of bread is provided every Sunday, and distributed amongst poor widows of the parish, according to a list in which the vacancies as they occur are filled up by the principal inhabitants, with the approbation of the rector.

STANHOPE'S CHARITY.

Stanhope's Charity. In the Parliamentary Returns of 1786 it is stated that *George Stanhope*, D. D., by deed in 1723, gave to five poor householders of the parish the sum of 20*l.*, then in the hands of the rector, and producing annually 1*l.*

This money appears to have come into the hands of the Rev. Stebbing Shaw, the younger, who died in 1802, and, as well as the balance due from him on account of Dethick's charity, remains still unpaid.

The

The yearly sum of 1*l*. was paid as the interest thereof for several years after his death by the Rev. F. Tunnicliffe, his executor, and distributed in March amongst five poor widows, under the expectation, as he states, that sufficient assets would have been found for the discharge of this and all his other debts.

There seems to be no doubt but that Mr. Tunnicliffe is himself liable to make good so much of the debts due to this and Dethick's charity, as would have been paid if the assets he received had been applied proportionably towards the payment of all debts of the same degree.

Hartshorn.
Stanhope's Charity,
continued.

POORS LANDS.

There are two pieces of land in Hartshorn, one which contains about one acre and three roods, and the other about three roods, and also a small garden. These premises are supposed to have been purchased for the benefit of the poor by the contributions of the Countess of Dorset, and other persons, but we could not discover that there were any documents in existence relating to such purchase, or any account of the donations reputed to have been thus disposed of.

Poors Lands.

In the Parliamentary Returns of 1786 there is mentioned a donation of land by some person unknown, then vested in the churchwardens and overseers, and two benefactions of 5*l*. each, one of which is ascribed to the will of Samuel Coulson in 1705, the donor of the other being unknown.

The premises above mentioned are let by the parish officers. The first piece of land is now let to John Leicester, at the rent of 2*l*. 16*s*. per annum.

The second to James Carver, at the rent of 1*l*. 10*s*. per annum, and the garden to Peter Mansfield, at the rent of 5*s*. per annum.

These lands appear to be let at their full value, the tenants hold from year to year.

The half years rents are brought by the tenants to the church at Midsummer and Christmas after divine service, and the amount is then distributed by the rector and parish-officers in small sums amongst such of the poor as attend.

GISBORNE'S CHARITY.

The particulars of the charity of the Rev. Francis Gisborne will be found amongst those for the parish of Bradley in a former part of this Report.

The yearly sum of 5*l*. 10*s*., received on account of this parish is distributed to the poor by the minister in cloth or flannel.

PARISH OF LULLINGTON.

TOWNSHIP OF LULLINGTON.

CHARITIES OF BOYLSTONE AND OTHERS.

The following benefactions to the poor of Lullington are mentioned in the parish register,

Lullington.
Charities of
Boylstone and
others.

	£.	s.	d.
1661. Henry Boylstone gave for the annual relief of the poor of Lullington	10	—	—
1664. Catherine Gresley gave	10	—	—
1676. John Ramsor, alias Milner, by will	10	—	—
1703. Mr. Harrington Drayton gave 20 <i>l</i> ., but his assets falling short there was received only	2	19	—
1713. Thomas Darby gave by will	10	—	—
It is also stated that Mrs. Sarah Darby (without date) gave	4	—	—

Of the above benefactions 43*l*. only appears to have remained in 1750. This sum was placed in the hands of Sir Thomas Gresley, bart., secured by two promissory notes, the one dated 28th February 1750, for 23*l*. bearing interest at three per cent., and the other dated 21st July 1751, for 20*l*. bearing interest at four per cent. Interest appears to have been paid on these notes by Sir Thomas Gresley, and after his death by Sir Nigel Bowyer Gresley, until he died on or about the year 1808. A suit in Chancery was then instituted by his executors for the distribution of his effects, and in 1825 an account was taken of the sum due to the poor of Lullington, for the principal sum of 43*l*. and interest

Lullington.
Charities of
Boylstone and
others,
continued.

interest thereon, from 29th September 1817, to the 19th May 1825. The total sum found to be due was 54*l.* 5*s.* which was paid by the executors to Mr. Henry Cooper, of Lullington, who acted as steward to Sir Roger Gresley, bart. The sum of 4*l.* 5*s.* was distributed to the poor of the township of Lullington, in bread in the ensuing month of December. The sum of 50*l.* which was left in the hands of Mr. Cooper, had not been placed out at the time of our inquiry August 1826.

It is understood that the benefit of these charities is confined to the poor of the township of Lullington, thereby excluding those of the township of Coton in the Elms.

TOWNSHIP OF COTON IN THE ELMS.

CLARKE'S CHARITY.

Coton in the Elms.

In the register of the parish of Lullington it is stated that in 1659 *George Clarke* gave by his Will 20*l.* to the poor of Coton.

Clarke's Charity.

The annual sum of 1*l.* is paid in respect of this charity, by the tenant of Mr. Walter Bach, as a charge upon certain lands in the township of Coton, belonging to him, called Walton Ways, containing about nine acres.

This sum, together with 1*l.* arising from the following charity, is distributed by the churchwardens and overseers soon after St. Thomas's-day yearly, amongst the poor of Coton, in sums varying from 4*s.* to 6*s.* The distribution has not been confined to persons not receiving relief, as particularly directed by the will of Thomas Wagstaffe.

WAGSTAFFE'S CHARITY.

Wagstaffe's
Charity.

Thomas Wagstaffe, by his Will, bearing date 7th July 1773 (as appears by the recitals contained in the condition of a bond given by John Stratton, as hereafter mentioned), gave to the churchwardens and overseers of the liberty of Coton in the Elms the sum of 25*l.*, and directed the same to be placed out at interest, and the proceeds thereof to be distributed on St. Thomas's-day for ever, by them amongst such poor persons of the said liberty as should receive no pay out of the poor rates at the time of distributing the same. And he also gave to the said churchwardens and overseers 50*l.* to be placed out at interest, and the proceeds thereof to be applied by them for ever in putting poor children of the said liberty of Coton to school, to learn to read, at the discretion of such churchwardens and overseers, and of the constable and headborough of Coton for the time being.

The sum of 75*l.* being the amount of the above-mentioned legacies is in the hands of John Stratton, who has given a bond dated 30th October 1815, for the principal sum with interest, at four per cent. to John Bach, churchwarden, and James Insley and Edward Goodall, overseers of the poor of the liberty and township of Coton.

Of the interest amounting to 3*l.* per annum, 20*s.* is distributed with the produce of Clarke's charity, as before mentioned.

The remaining 2*l.* is paid to a schoolmaster for instructing five poor boys or girls of Coton, who are appointed by the officers of the township. These boys are taught reading and writing, and the girls reading, writing, knitting, and sewing, without any charge to their parents.

PARISH OF MEASHAM.

MONK'S CHARITY.

Measham.

Monk's Charity.

Thomas Monk, by his Will, bearing date 22d August 1713, devised all his messuages, cottages, closes, and lands, situate in the liberties of Austrey, in the county of Warwick, and Blaby and Countesthorpe, in the county of Leicester, and all his other lands to his nephew, Wollaston Willington, for life, with remainder to his first and other sons in tail male, with remainder to Sir Robert Burdett, bart., Robert Burdett, Charles Jennens, William Inge, and William Lilley, esquires, and their heirs, upon trust, that they should, out of the rents and profits of the said premises from time to time repair the monument by him lately erected in the parish-church of Austrey in memory of his deceased son, Herbert Monk, and on further trust, that they should pay yearly the sum of 10*l.* to be applied in putting out apprentice to some honest trade or profession, one boy of some poor person inhabiting within the town of Whitwick, in the county of Leicester, and not receiving collection, and the sum of 10*l.* to be

be applied for putting out as apprentice in like manner, and so qualified, a boy of the town of Austrey, and the sum of 5*l.* to be laid out on an entertainment at Austrey for the said trustees and their friends, some day in Easter week yearly, for ever, at which time and place he desired his trustees should meet to give an account of their trust, which account he desired should be entered in a book, to be kept in the parish-church of Anstrey. And the residue of the rents and profits remaining in the hands of the said trustees on such account he directed should at their said yearly meeting be paid to such persons and for such uses as he should by deed appoint, and for want of such appointment to be applied yearly at their said meeting for such charitable uses within the said parishes of Austrey and Whitwick, and of Measham in the county of Derby, and Shenton in the county of Leicesters, as the said trustees or the major part of them should appoint. And it was provided, that when any of the said trustees should die, the survivors should at their next meeting in Easter week appoint a new trustee in his place, and in case the said trustee so dying should leave a son of the age of 21 years, that such son should be a trustee in the place of his deceased father, and that a conveyance should be made accordingly.

Measham.
Monk's Charity,
continued.

By Indentures of Lease and Release, bearing date 13th June 1815, between Sir William Browne Cave, bart., Charles Edward Reppington, William Phillips Inge, and George Moore, esqrs. of the first part, John Boulton, esq. of the second part, and Thomas Hinckley, esq. of the third part, reciting the will of the said Thomas Monk, and the several subsequent conveyances to new trustees, the last thereof bearing date 10th and 11th June 1801, whereby the said estates were conveyed by H. C. Adams, esq. as the heir-at-law of Edward Taylor the last surviving trustee to the said Sir William Browne Cave then William Cave Browne, esq., Charles Edward Reppington, and William Phillips Inge, together with Richard Dyott, esq., since deceased, and George Moore the father of the said George Moore, party thereto, also since deceased; and reciting, that the said Richard Dyott had died without leaving any son; and that the said George Moore the father had died, leaving the said George Moore party thereto, his eldest son, who being at the time of his father's death of the age of 21 years, became a trustee of the charity pursuant to the will of the said testator; and that at a meeting of the trustees, held 13th June 1814, the said John Boulton was appointed a trustee in the room of the said Richard Dyott, the said parties of the first part conveyed to the said Thomas Hinckley all the messuages, cottages, lands, &c. in Austrey, Blaby, and Countesthorpe, devised by the said testator, to the use of the said parties of the first and second part upon the trusts declared in the said will.

The property vested in the trustees consists of

1.—A substantial farm-house, in the parish of Austrey, with outbuildings, barns, yard, garden, and several closes, containing altogether by estimation 169½ acres, of which 66*a.* 2*r.* 20*p.* was set out upon an inclosure in 1744, and 65*a.* 3*r.* 33*p.* upon an inclosure in 1796.

This farm is let to William Gutteridge, as yearly tenant, at a fair rent of 210*l.*, to which it was raised at Michaelmas 1815 from 200*l.*, and the tenant is bound by agreement to keep the premises in repair.

2.—A house, garden and croft in Countesthorpe, let to Josiah Johnson, as yearly tenant, at a fair rent of 5*l.* 5*s.*, to which it was raised at Lady-day 1808 from 3*l.*

3.—The manor of Countesthorpe, the only profits of which are eight several chief or quit-rents, amounting annually in the whole to 14*s.* 9*d.*

4.—The sum of 1,500*l.* stock, 3½ per cent, standing in the names of William Phillips Inge and Charles Edward Reppington, esqrs. producing yearly dividends to the amount of 52*l.* 10*s.*

This stock has arisen from the investment of the surplus income beyond what has been disposed of to charitable purposes.

In 1787, the trustees purchased, 4 per cent stock	-	-	£. 200
1810 - - - - -	-	-	200
1815 - - - - -	-	-	100
1815 - - - - -	-	-	200
1818 - - - - -	-	-	400
1820 - - - - -	-	-	300
1822 - - - - -	-	-	100
			£. 1,500

Measham.

Monk's Charity,
continued.

From these sources the annual income of this charity is derived, now amounting to 268*l.* 9*s.* 9*d.*

The trustees meet annually on the 12th June, at the farm-house at Austrey, for the purpose of receiving the rents, and transacting any business relating to the letting of the property and the disposal of the income.

At these meetings all applications by candidates desirous of being placed out apprentices are in the first place taken into consideration, and if any boy of the parish of Measham or Shenton, as well as of Austrey or Whitwick, appears to be a fit object of charity, and a proper situation for him is found, orders are given for binding him out with such premium as seems requisite; the usual amount of the premiums varies from 8*l.* to 12*l.*

With respect to the master with whom the boy is placed, a certificate is required from the minister, churchwardens and overseers of the place where the master resides, that he is of the established church, of good character, and properly qualified to take an apprentice. It is stated, that it has been found impracticable to confine this branch of the charity wholly to the children of persons not receiving parish relief.

The number of apprentices in the last 12 years has been as follows :

In 1814	-	-	-	-	3	In 1821	-	-	-	-	3
1815	-	-	-	-	3	1822	-	-	-	-	14
1816	-	-	-	-	0	1823	-	-	-	-	14
1817	-	-	-	-	4	1824	-	-	-	-	11
1818	-	-	-	-	5	1825	-	-	-	-	21
1819	-	-	-	-	4	1826	-	-	-	-	13
1820	-	-	-	-	5						

Out of the residue of the income the trustees apportion different sums for the poor of the four places above mentioned, and also for the national schools at Whitwick and Austrey. Formerly the trustees felt some doubt as to the propriety of disposing of any large sums in this manner, and in consequence the balances accrued from time to time which were invested in the funds as above mentioned. From 1814 the following sums have been disposed of, besides what has been bestowed in placing out apprentices :

	Poor of Whitwick.	Schools in Whitwick.	Poor of Shenton.	Poor of Measham.	School at Measham.	Poor of Austrey.	School in Austrey.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
1814	7 7 -	- - -	5 5 -	7 7 -	- - -	7 7 -	- - -
1815	7 7 -	- - -	5 5 -	7 7 -	- - -	7 7 -	- - -
1816	7 7 -	Sunday- school -	5 5 -	7 7 -	- - -	7 7 -	- - -
1817	8 - -	- - -	5 - -	8 - -	- - -	8 - -	- - -
1818	7 - -	ditto -	5 - -	7 - -	4 - -	8 - -	- - -
1819	10 - -	ditto -	7 - -	10 - -	5 - -	10 - -	- - -
		{ National school -	20 - -				
1820	10 - -	{ Erecting National school -	50 - -	7 - -	10 - -	5 - -	{ National school -
1821	20 - -	National school -	20 - -	10 - -	25 - -	- - -	15 - -
1822	15 - -	ditto -	25 - -	10 - -	25 - -	- - -	15 - -
1823	15 - -	ditto -	25 - -	10 - -	25 - -	- - -	15 - -
1824	15 - -	ditto -	25 - -	10 - -	25 - -	- - -	15 - -
1825	10 - -	ditto -	15 - -	5 - -	15 - -	- - -	9 9 7
1826	10 - -	ditto -	20 - -	5 - -	20 - -	- - -	12 - -

The

The ordinary expenses of the trust consist of

	£.	s.	d.	Measham.
A salary paid to Mr. Thomas Hinckley, the clerk to the trustees -	10	-	-	Monk's Charity, <i>continued.</i>
For the trustees dinner, at which the clergymen of the respective places attend, per annum - - - - -	5	5	-	
For collecting the chiefrents, an allowance of - - - - -	-	1	-	
A chiefrent paid by the charity - - - - -	-	1	-	

June 1814.—The following charges also appear in the accounts :

For wine laid in for the trustees meetings, 1816 - - - - -	9	18	10
— 1821 - - - - -	19	14	3
— 1824 - - - - -	2	18	6
An allowance to the tenant of the Austrey farm towards the ex- penses of rebuilding the house (1816) - - - - -	40	-	-
To the same tenant, for his improvements in the farm-yard (1826)	15	-	-

In June 1826, when the accounts were made up, there was a balance left in the hands of Mr. Hinckley of 7*l.* 18*s.* 6*d.*
Whenever the balance has amounted to 100*l.*, it has been ordered to be invested.
The application of the sums given to be distributed to the poor of Measham will be found under the following head :

CHARITIES OF HALL AND OTHERS.

The earliest deeds relating to these charities produced to us were Indentures of Lease and Release, bearing date 22d and 23d December 1755, being a conveyance on the appointment of new trustees, in which it is recited as follows, viz. that

Charities of
Hall and others.

By Deed-poll, bearing date 21st April 1660, *Susannah Hall* and *Deborah Hall* granted and assigned to James Abney, George Hullock, and the Rev. John Houghton, 200*l.* in trust, that they should purchase therewith so much land as the same would extend to, and that they should pay the rents thereof to the said *Susannah* and *Deborah*, and the survivor, during their lives, and after their decease to the indigent and poor people of Measham, and for teaching and schooling of some poor children of the said town.

That at the time of executing the said deed 100*l.* was paid into the hands of the said James Abney, and that he had assigned the same to William Wollaston and others upon the trust mentioned in the said deed-poll.

That by Indenture of Feoffment, bearing date 18th December 1682, *John Wakelin*, in consideration of 100*l.* granted and enfeofed to William Wollaston and the Rev. Henry Bonsall, and five others, a close in Donisthorpe, called Walton Way Close, and three poles of meadow, interchangeably in Donisthorpe Common Meadow, called Mease Meadow, and the outdrift of the said meadow every fourth year, and two beast-gates in the same meadow, in trust for the use of the poor of the parish of Measham for ever ; and that it was thereby provided, that when the trustees should be reduced to two the survivors should convey the said premises to others of the freeholders or sufficients of the said parish of Measham.

And it is further recited, that the said James Abney, for the great zeal and good will which he had for the poor people inhabiting the said town of Measham, and for the ease of the said inhabitants, and relief of the said poor, had placed in the hands of Thomas Abney and two others, including all the trustees named in the above-recited indenture of feoffment, except William Wollaston, the sum of 100*l.*, to be disposed of by them for such uses as it is stated were expressed in an indenture under his hand and seal, bearing date 22d December 1684, viz. ; the produce thereof to be paid yearly on the 24th June and 21st December to the poor people of Measham, until such time as the said Thomas Abney and others, or their successors, should find a convenient purchase of the clear yearly value of 5*l.* ; and that they should then purchase such land, to the intent that with the rents thereof they should relieve such poor inhabitants of the said town as should be agreed upon by the chief part of the inhabitants, the same to be paid to the said poor on the days above mentioned ; and it was provided, that whenever five of the trustees should be dead, or depart out of the town of Measham, it should be lawful for the chief inhabitants of the said town, whereof the minister for the time being, and the said Thomas Abney and his

Measham.

Charities of
Hall and others,
continued.

heirs should be two, to elect five other substantial inhabitants of the said town to be trustees, and that the survivors should convey the premises to the use of themselves and such new trustees.

And it is further recited, that *Richard Johnson*, by Indentures of Lease and Release, bearing date 21st and 22d May 1688, in consideration of 75*l.*, part of the sum of 100*l.* given by the said James Abney, conveyed to the said Thomas Abney and others a close called Pockey Stone, lying in a way called Walton Way, and two leys and a rood of land in a close called the Vale of Belvoir, and four poles of meadow, in a meadow called Meas Meadow, and three beast-gates, two of them in a pasture called Branburrow, and the other in a pasture called the Peet Leys; all which premises were situate in Donisthorpe.

And it is lastly recited that by Indentures of Lease and Release, bearing date 23d and 24th July 1726, George Chilwell, the survivor of all the trustees named in the several indentures thereinbefore recited, conveyed the premises purchased of John Wakelin and of Richard Johnson as above mentioned to the use of Chartham Wollaston and 15 others, upon the trusts mentioned in the indenture of 22d December 1684.

There seems to be a considerable degree of confusion in the history of these charities, as taken from the recitals in the indentures of 1755. The sum of 100*l.*, laid out in the purchase of lands in 1682 may be considered clearly as part of the gift of *Susannah* and *Deborah Hall*, but it does not appear that the residue of the 200*l.* stated to have been given by them was ever paid, unless it was the sum of 100*l.*, which was afterwards assigned by James Abney to trustees in 1684; and yet, from the expression of the great zeal and good-will which the said James Abney had for the poor people inhabiting the town of Measham, he seems to have treated this sum of 100*l.* as his own gift; it is possible however that a rentcharge of 6*l.* given by Dean Hullock, as hereafter mentioned under a separate head, might have been in satisfaction of the other 100*l.* given by *Susannah* and *Deborah Hall*, which may have come to his hands through George Hullock, mentioned in the deed of 1660.

In 1792 a distinct set of trustees was appointed for the different portions of the Donisthorpe estate purchased respectively in 1682 and 1688.

By Indentures of Lease and Release, bearing date 13th and 14th July 1792, between William Abney, esq. and Joseph Croshaw, described as the only surviving trustees appointed by the said indentures of 22d and 23d December 1755, for the premises thereafter mentioned, of the first part, Joseph and William Pycroft of the second part, and Charles Hastings, esq. and four others of the third part, reciting the gift of the said *Susannah* and *Deborah Hall*, the payment of the said 100*l.* part thereof to the said James Abney, and that he had assigned the same to William Wollaston and others; and also reciting the purchase from John Wakelin, and the subsequent conveyance of the premises so purchased to the said William Abney and others in 1755; the said William Abney and Joseph Croshaw conveyed to the use of themselves and of the said Charles Hastings and others, parties of the third part, and their heirs, the Walton Way Close, the three poles of meadow, interchangeably in Meas Meadow, and the outdrift thereof every fourth year; and a parcel of land allotted on the inclosure of Donisthorpe in lieu of two beast-gates in the said meadow, which allotment was part of a close called Branburrow Close, containing three acres or thereabouts, upon the trusts mentioned in the deed-poll executed by *Susannah* and *Deborah Hall* in 1660; and it was agreed by the parties thereto that the trustees should meet as often in the parish-church of Measham as there should be occasion, to fill up the number of trustees, and to transact all other matters relating to their trust, but that at all such meetings they should bear their own expenses. That they should enter in a book all their orders and resolutions, and to whom the money should be paid and disposed of, such book to be kept in the town-chest, and to be adjusted by the said trustees in Easter week yearly for ever.

By Indentures of Lease and Release of the same date, between the said William Abney and Joseph Croshaw, described as the only surviving trustees appointed by the said deeds of 1755 for the lands thereafter granted, and the Rev. Thomas Jones, minister of Measham, and *Susannah Holmes*, heiress of Thomas Abney, esq. deceased, of the first part, Thomas Wilkes, esq. and William Pycroft of the second part, and Joseph Wilkes, esq. and six others
of

of Measham, of the third part, reciting the gift of 100*l.* by James Abney, as recited in the deed of 1755, and the purchase from Richard Johnson, and subsequent conveyance in 1755 of the premises so purchased; the said William Abney and Joseph Croshaw conveyed to the use of themselves and of Thomas Wilkes and others, parties of the third part, and their heirs, the close called Pockey Stone Close, and the two leys and a rood of land, and the said four poles in Mease Meadow, lying at the south end of Pockey Stone Close; and also a piece of land allotted on the inclosure of Donisthorpe in lieu of the said three beast-gates, which said allotment was part of Branburrow Close, containing three acres, or thereabouts, upon the same trusts, and with the same directions as to the appointment of new trustees as declared in the indenture of 1684; and with a provision as to the meeting of trustees, and the keeping of books relative to the trust, similar to those contained in the last-abstracted indentures.

By Indentures of Lease and Release, bearing date 22d and 23d June 1809, Sir Charles Hastings, bart. as the only surviving trustee thereof, conveyed the premises mentioned in the first of the two preceding indentures to the use of himself and George Moore, Joseph Jones, Thomas Jewsbury, Edward Stevenson, Edward Mammatt, and Thomas Fisher the younger, upon the trusts declared in the deed-poll of 1660; and as to the appointment of trustees, upon the trusts declared in the indenture of 18th December 1682.

By Indentures of Lease and Release, bearing date 24th and 25th January 1825, Thomas Jewsbury, then of Manchester, Joseph Jones, esq. Edward Mammatt, John Jewsbury, William Fernyhough, and Thomas Fisher, as the then surviving trustees, conveyed the premises mentioned in the last abstracted of the indentures of 1792, to the use of the said Joseph Jones, John Jewsbury, William Fernyhough, and Thomas Fisher, the other surviving trustees having left the town of Measham, and of Edward Abney, Richard Steele Perkins, John Fisher, Henry Fisher, and Thomas Jewsbury (trustees appointed by the chief inhabitants of the said town of Measham, together with the Rev. Joseph Henry Malpas, minister of the said parish, and Susannah Holmes and Anne Holmes, co-heiresses of Thomas Abney), and their heirs, upon the trusts declared in the indenture of 1688.

The premises comprised in the two last-abstracted indentures consist of

1.—Three closes called Walton Ways, containing 9*A.* 3*R.* 16*P.* and about half an acre of meadow, described in the deeds as seven poles. These premises are now in the occupation of William Newbold as yearly tenant.

In 1810 they were let to him at 26*l.* 16*s.* 11*d.* including 8*s.* 8*d.* for land-tax; but in 1822, an abatement was made, and the rent reduced to 23*l.* 3*s.* 1*d.* Notice however had been given at the time of our inquiry to the tenant that the full rent was to be paid in December, 1826. The above is stated to be a fair rent.

2.—Two closes called the Branburrows, containing 3*A.* 1*R.* 26*P.* let to John Litherland as yearly tenant, at the rent of 7*l.* per annum, including 8*s.* 8*d.* for land-tax. In 1822, it was reduced to its present amount from 8*l.* 4*s.* 8*d.* but this sum, which appears to be a fair rent, was to be paid in December 1826.

3.—The Ashby Canal Company pay 8*s.* per annum for a piece of land in their occupation, containing 35 perches.

This land was taken according to the valuation of a surveyor, 8*s.* being the interest of the sum at which it was valued at four per cent.

There is also a small parcel of land in Donisthorpe, part of a place called the Vale of Belvoir, now in the occupation of William Eaglestone, at the annual rent of 2*l.* 2*s.* This land contains 3*R.* and 22*P.* and is undivided from the rest of the close belonging to Mr. Eaglestone, his part thereof containing 3*R.* and 38*P.*

The lands above mentioned have been exonerated from the payment of the land-tax as charity-lands.

In 1826 some timber was cut and sold, and the produce thereof, after the payment of the expenses, amounting to 35*l.* was placed in the Ashby and Measham Bank; and in 1821, and each of the three following years, a small balance which remained undisposed of, amounting in the whole to 17*l.* was placed in the same bank. For these two sums the bankers gave their account-

Measham.
—
Charities of
Hall and others,
continued.

Measham.

Charities of
Hall and others,
continued.

able receipt in the usual form, and interest is paid thereon at the rate of five per cent, amounting to 2*l.* 12*s.* per annum.

The income derived from the sources above mentioned, which for several years past has amounted to 35*l.* 5*s.* 1*d.* has been carried to one account with the other charities for the poor hereafter mentioned, making in the whole a fund of 49*l.* 4*s.* 1*d.* per annum, exclusive of the money received from the trustees of Monk's charity, which varies every year, but which is also carried to this account.

This fund is distributed annually amongst poor persons, settled parishioners of the parish of Measham, in sums usually varying, according to the number in their respective families, from 3*s.* to 20*s.* a preference being given to such as do not receive parochial relief.

The trustees and the acting overseer meet annually on St. Thomas's-day, and prepare a list of the persons whom they think the most proper objects of the charity, and the sum to be given to each person, and one or two of the trustees and the acting overseer afterwards distribute the money amongst the poor according to such list. A regular account of the distribution is entered in a book kept for the purpose, and the accounts are examined and signed by the trustees at their annual meeting. The trustees afterwards dine together at their own expense.

HULLOCK'S CHARITY.

Hullock's Charity.

Henry Hullock, Dean of Rochester, by his will, bearing date 19th November 1704, gave to the poor of the parish of Measham, 6*l.* a year issuing out of his lands in the parish of Ringwold, then in the occupation of William Gillow, of whom, with others, he had lately purchased the estate, the same to be paid into the hands of some trusty and substantial person at London, appointed by the minister, churchwardens, and other chief inhabitants of Measham, to receive the same, and to be sent down to and distributed by the minister, churchwardens and collectors for the poor, with the advice of the principal inhabitants, to the poor, in such proportion to their necessities as they in their consciences should think meet, equal, and reasonable.

The estate charged with this payment we are informed contains between 40 and 50 acres at Ringwold, near Dover.

In 1805, the estate was sold, and 36 acres thereof were purchased by Mr. John Upton, and a deed was executed for the purpose of exonerating the rest of the estate from this payment, on which account, the sum of 104*l.* was deducted from the purchase-money to be paid by Mr. Upton. The yearly sum of 5*l.* 4*s.* the residue 16*s.* being deducted for land-tax, is paid by Mr. Upton, and the amount is received by the churchwardens and overseers, through the Ashby and Measham Bank, to whom it is transmitted by Messrs. Hoares, Barnett, and Co. bankers, London.

This sum is carried to the general charity-account, the application of which has been already stated.

CHARITIES OF WILLIAM HILL AND OTHERS.

Charities of
William Hill and
others.

In a book containing the accounts of the charities for the poor of this parish, there is an entry bearing date December 23d, 1805, stating that the trustees of Mr. Wilkes's estate and effects paid on that day 50*l.* (save 1*l.* for a release to the executor of William Hill) as the bequest of the late William Hill, of Leicester, to the poor of Measham, with interest amounting to 22*l.* 15*s.*; and also 20*l.* for "principal money lodged in his hands," with 20*s.* for one year's interest thereon making together 92*l.* 15*s.*

Of this sum, 90*l.* was in 1805 placed in the Ashby and Measham Bank; and in 1806, 10*l.* was added thereto from the general fund of the charities, and a promissory note, bearing date December 21st 1807, was given to the trustees by the bankers as a security for the same, with interest at five per cent.

In 1818, the sum of 45*l.* was placed in the same bank upon the security of a promissory note, dated 19th May 1818, bearing interest at five per cent, in which note it is expressed that the sum of 45*l.* was the amount (after deducting the duty) of a legacy given by the Will of *Sarah Hill*, the interest thereof to be distributed annually to the poor of Measham.

The interest on the sums above mentioned, amounting to 7*l.* 5*s.* per annum, is carried to the general charity-account above mentioned.

DONOR UNKNOWN.

In the Parliamentary Returns of 1786, there is mentioned a donation to the poor of 30*l.* given by some person unknown, and then in the hands of the minister aud inhabitants, and producing 1*l.* 10*s.* per annum.

This sum is lent on bond to the trustees of the Hinckley Turnpike Road, at five per cent. which is regularly paid, and carried to the general charity-account before mentioned.

MRS. SALISBURY'S CHARITY.

The sum of 60*l.* is supposed to have been left for a school several years ago by a Mrs. *Salisbury*, and to have been paid to Joseph Wilkes, or Mrs. Hill, but we have not been able to obtain any information to assist us in tracing this bequest.

Measham.

Donor Unknown.

Mrs. Salisbury's
Charity.

PARISH OF MELBOURNE.

SCHOOL.

The only foundation for a school in this parish is derived from Lady *Elizabeth Hastings*, who by Indenture bearing date 14th December 1738, established a great variety of charities for the benefit of many different parishes, principally in the county of York, and for the maintenance and support thereof conveyed by the said deed considerable estates to trustees therein named. It is proposed to give the nature of these charities, and the particulars of the funds belonging to them in a future Report under the head of General Charities.

Melbourne.

School.

With respect to the school in the parish of Melbourne, it will be sufficient to state that in a schedule annexed to the said deed, the said Lady Elizabeth Hastings appointed the yearly sum of 10*l.* to the charity-school of Melbourne, to be paid to the vicar there for the time being. A provision is also made by the said deed for enabling the vicars of Ledsham, Thorpe Arch, and Cottingham, in the county of York, for the time being, who were therein appointed trustees to receive and apply the rents of the said estates to make proportionate advances out of the increased rents of the said estates, in favour of each of the perpetual charities which she had established.

In pursuance of this power the yearly sum of 10*l.* appointed to be paid to the charity-school of Melbourne has been advanced by the trustees from time to time to its present amount, 19*l.* 10*s.*

The schoolmaster to whom the above-mentioned stipend was paid, formerly taught school in the vestry, he was afterwards permitted by the late Lord Huntingdon to occupy a house rent-free, and the same permission was subsequently continued by the late Marquis of Hastings.

The same master also received a voluntary donation of 10*l.* per annum from Lord Viscount Melbourne. Twelve children were appointed by the vicar to be taught free in respect of Lady Elizabeth Hastings's charity, and the same number in respect of Lord Melbourne's donation.

In 1821 exertions were made by the resident curate to establish a national school, for the purpose of extending the benefit of education to a greater number of the poor children of the parish, and with this view, the house belonging to the Marquis of Hastings, in which the master resided, was in part pulled down, and two large school-rooms, one for boys and the other for girls were built on the site thereof, and the rest of the old building was fitted up for the residence of the master. Towards the expense of these works, which amounted to 550*l.*, the sum of 250*l.* was given by the National Society, and nearly 100*l.* was raised by private subscription, and such part of the schoolmaster's salary as accrued during the progress of the building; the rest of the expenses were advanced by the curate.

The new schools were opened in December 1822, and a master who had become acquainted with the national system of education at the central school was appointed with the concurrence of the vicar. This master has since received the stipend payable from the charity of Lady Elizabeth Hastings, and the donation of Lord Melbourne, and 12 children have been appointed by the vicar as upon Lady Elizabeth Hastings's foundation.

In consequence of the introduction of the national system disputes have been carried on between the vicar and his curate. We trust, however, that they have now subsided, and that the adoption of the national system will be found beneficial to all the children in the parish, without depriving those appointed

Melbourne.

under the charity of Lady Elizabeth Hastings of any advantages which they might have had if such alteration in the system of education had not been adopted.

GREENE'S CHARITY.

Greene's Charity.

Henry Greene, by his Will, bearing date 22d December 1679, and proved in the Prerogative Court of Canterbury, gave to his sister Catherine Greene, during her life, all his lands in Melbourne and Newton, except his dwelling-house with the appurtenances, which he had before given to his wife for her life, upon condition that the said Catherine Greene should give four green waistcoats to four poor women every year she should enjoy the said lands, in such manner as his executor should direct and appoint, and after the death of his said sister and his wife respectively, he gave their parts of the said premises to Thomas Chamberlaine and his heirs, and he charged all his lands and tenements with the payment of the said four waistcoats, to be lined with green galloon lace, and to be delivered to the said poor women on or before the 21st of December yearly, that they might be worn on Christmas-day.

The premises in Melbourne and Newton charged with the above-mentioned charity form part of the estate of Lord Viscount Melbourne, and in lieu of the four waistcoats, which have not been provided for many years, the yearly sum of 2*l.* has been paid to the overseer of the parish, of which sum part is disposed of in clothing, and part in bread, together with the produce of the following charity, as hereafter mentioned.

GRAY'S CHARITY.

Gray's Charity.

Thomas Gray, by Will, bearing date 25th April 1691, directed his executrix, (his wife Mary Gray) with the assistance of his friends Robert Harding, of Kings Newton, and John Fox, of Castle Donnington, to lay out 200*l.* in the purchase of lands, if he did not lay out so much in his life, the same to be purchased in the names of the said Mary Gray, Robert Harding, and John Fox, or the survivors of them, and so many more of the township of Kings Newton and Castle Donnington, as they or the survivors of them should think fit; and he directed that after the decease or marriage of his said wife, to whom he gave the benefit of the said lands for her life, she keeping herself unmarried, there should be out of the rents and profits of the said lands six nobles bestowed yearly to buy six waistcoats of grey cloth, edged with blue galloon lace, and 40*s.* to buy three coats of grey cloth, to be faced with baize or some other blue stuff; and that four of the said waistcoats should be given yearly to four poor widows, or other poor women living in Castle Donnington, who were to be of good behaviour, and endeavour to live honestly, and the other two waistcoats to two poor widows or other poor women of like behaviour, of the parish of Melbourne; that two of the said coats should be given yearly to two poor men of Castle Donnington, and the other to some poor and well-behaved man of the parish of Melbourne; the said poor men and women of Melbourne to be appointed by the said Robert Harding and John Fox, their heirs and assigns, and the churchwardens and overseers, and two other of the most substantial inhabitants of Melbourne, or the major part of them; and the poor men and women of Castle Donnington to be appointed by the said Robert Harding and John Fox, their heirs, &c. and the overseers and churchwardens, and two other of the most substantial inhabitants of Castle Donnington, or the major part of them; and he directed that copies of his will should be entered in the town-books of Castle Donnington and Melbourne, and also hung up in the respective churches, and that the same should be read yearly on St. Thomas's-day or the following Sunday, after prayers; for the performance of which he directed that the ministers of the said parish should have 5*s.* a piece; and he further directed that 15 dozen of bread should be given to the poor of Castle Donnington, and 10 dozen to the poor of Melbourne, yearly, on St. Andrew's-day, to be distributed by the churchwardens and overseers of the respective parishes; and he further directed that whatever surplus should remain of the rents and profits of the said premises should be distributed and laid out, two parts thereof for the poor children of Castle Donnington, and the third part thereof for the poor children of Melbourne, for and towards the putting them out apprentices as the overseers and churchwardens of the said parishes should think fit.

Excepting

Excepting a copy of the will from which the above abstract is taken there are no documents belonging to this charity in the possession of the parishioners of Melbourne, we are therefore under the necessity of postponing an account of the property until we shall have an opportunity of making further inquiries at Castle Donnington.

The yearly sum of 10*l.* 15*s.* 4*d.* is transmitted to the parish officers of Melbourne as the proportion of the rent payable to this parish; out of this rent there is paid to the minister for reading the will of the donor in the church on St. Thomas's-day, 5*s.*

The sum of 1*l.* 6*s.* 8*d.* being one third of the sums directed by the testator to be laid out in coats, &c. in Melbourne and Castle Donnington, together with 1*l.* 10*s.* part of Greene's charity above mentioned, is applied towards purchasing three coats and three gowns for poor men and women who are nominated at a vestry. The sum of 10*s.* is laid out with the further sum of 10*s.* from Greene's charity in the purchase of sixpenny loaves, which are given away at the church about Christmas by the overseers; and with the residue of the rent apprentices are placed out under the directions of the inhabitants in vestry. Since 1819, fourteen apprentices have been placed out, one with a premium of 10 guineas, ten with premiums of 10*l.*, one with 7*l.* 17*s.* 6*d.*, and two girls with premiums of 5*l.*

The application of the funds above mentioned is entirely under the direction of the vestry. The accounts are kept by the acting overseer for the time being; and at the time of our inquiry, August 1826, there was a balance in his hands of 48*l.* 19*s.* 5*d.* arising from a want of applications on behalf of children desirous of being placed out apprentices.

Some time previous to 1819, money, without interest, was improperly advanced at different periods from the charity in aid of the parochial funds, but in 1821, 70*l.* being the amount of such advances, was repaid, and carried to the account of the charity.

Melbourne.

Gray's Charity,
continued.

PARISH OF NEWTON SOLNEY.

We have not been able to discover any trace of two small charities mentioned in the Parliamentary Returns of 1786 under the head of Newton Solney.

Newton Solney's

PARISH OF NORMANTON BY DERBY.

BABINGTON'S CHARITY.

Such particulars as we have been able to obtain relating to the charity of this donor, who gave 20*s.* per annum to the poor of this parish, have been already stated in the account of the charities of the parish of St. Peter, Derby, in a preceding part of this Report.

This annual sum is paid by Mr. William Peach, the tenant of a farm at Normanton, the joint property of the sons of the Rev. Thomas Wright, and is either distributed by Mr. Peach, or by the overseer of the poor, amongst poor persons of this parish.

Normanton by
Derby.Babington's
Charity.

PARISH OF REPTON.

FREE SCHOOL.

This school, founded by Sir John Port, knight, who also founded the hospital in the parish of Etwall, seems, for the reasons already stated in our account of the charities in that parish, to be excluded from our inquiry.

Repton.

Free School.

WHITEHEAD'S CHARITY.

Thomas Whitehead, second schoolmaster in the free-school at Repton, by his Will, bearing date 10th September 1654, reciting that he was seised of an

Whitehead's
Charity.

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estate

Repton.
 —
 Whitehead's
 Charity,
continued.

estate of inheritance in certain meadow-ground in Repton, called "The Ferry Aeres," which he lately purchased of John Holmes, devised the same to his executors thereafter named, viz. Roger Jackson, George Allestrey, and Roger Allestrey, and their heirs for ever, to the intent and purpose that they should permit his brother John Whitehead to hold the said meadow, and to take and receive the rents and profits thereof for two years next ensuing after his decease, under the yearly rent of 30s., to be by his said executors disposed of as thereafter is appointed; and after the expiration of the said two years he directed that his said executors should permit the chief or head schoolmaster of Repton aforesaid for the time being, for ever, to hold and enjoy the said meadow-ground, and to take the rents and profits thereof under the yearly rent of 30s., payable at Michaelmas and Lady-day by equal portions, the said rent of 30s. to be distributed by his executors and their heirs half-yearly, as the same should become payable, to 30 poor people of honest and good conversation, inhabiting within the said town of Repton, to wit, to every one of them 12*d.* by the year; and he desired that impotent and aged poor people, widows, and orphans, should in this his distribution be preferred before others.

The land thus devised, consisting of four acres, situate on the Trent Bank, near Willington Ferry, is held by the Rev. Dr. Sleath, head master of Repton school, and the rent of 30s. is regularly distributed by him to 30 poor persons, 1s. to each; the names of the persons to whom the money has been given has been entered in a book kept by him for that purpose.

HOUGH'S CHARITY.

Hough's Charity.

By Indenture of feoffment, bearing date 30th July 1657, between Robert Johnson and Valentine Jackson, of the first part, Roger Allestrey and William Fowler, of the second part, and Thomas Hinley, John Cantrill, John Ward, Thomas Gilbert, Richard Hunt and John Hayward of the third part; the said Robert Johnson and Valentine Jackson, in consideration of 100*l.*, conveyed two closes, containing by estimation two acres, called the Further Hough Woods, or Nun Irons, situate in Oslaston, in the parish of Sutton on the Hill, to Roger Allestrey and William Fowler, to the intent that the said Thomas Hinley and others, of the third part, their heirs and assigns, should receive and take a yearly rentcharge of 5*l.* out of the said two closes, to be paid to them quarterly on the 1st November, 1st February, 1st May, and 1st August, with a power of distress in case of nonpayment, and subject thereto to the use of the said Robert Johnson and his heirs.

By deed-poll of the same date, reciting that *Ralph Hough*, citizen of London, had by his Will, the date of which is not mentioned, given to the town or inhabitants of Repton the sum of 100*l.* for the raising of the yearly sum of 5*l.*, to be for ever thereafter distributed amongst the poor people of the said town of Repton; and reciting the purport of the indenture of feoffment above abstracted, it was declared by the said Thomas Hinley and others that the said annuity of 5*l.* was granted to them upon trust, that they should for ever thereafter dispose thereof to such uses, and to such persons, and in such manner, as by the last will of the said Ralph Hough was declared and appointed.

It does not appear that the rentcharge of 5*l.* has ever been assigned to new trustees. It is paid by William Fitchett, the tenant of the premises subject thereto, to the overseers of Repton, by whom it is shortly afterwards distributed amongst the poor in small sums in the church-porch.

GILBERT'S CHARITY.

Gilbert's Charity.

William Gilbert, by his Will, bearing date 15th January 1706, and proved in the Prerogative Court of Canterbury in 1710, gave his lands at Repton, which he had lately purchased of Thomas and John Barton, to his nephew Thomas Gilbert, of Repton, and his heirs, upon trust, that they should yearly for ever receive the rents and profits thereof, and by equal payments every Christmas and Easter-days equally distribute the same to such of the poor of Repton who should then be at church, not exceeding 12, or under 10, at either of the said days, as his said nephew and his heirs should from time to time think fit, and that in default of their so doing, the minister and head schoolmaster there for the time being should receive and distribute the same in manner and form aforesaid.

In

In lieu of the land devised by William Gilbert, which appears to have been in the open fields, the Commissioners for the Repton Inclosure, by their award, bearing date 11th May 1769, allotted a parcel of land in the "Good Field," containing 2 A. 0 R. 8 P. to Thomas Gilbert, as trustee for the poor of the parish of Repton.

Repton.

Gilbert's Charity,
continued.

This land forms part of a close, called the Upper Newton Brook Close, the rest of the close having been allotted upon the inclosure to the said Thomas Gilbert, in his own right, who was required by the said award to make the division-fence at his own expense.

The close above mentioned was at the time of our inquiry, August 1826, in the occupation of George Gilbert, the grandson of Thomas Gilbert, the testator's nephew, who in respect thereof has paid 24s. yearly; 12s. thereof on Christmas-day and 12s. on Trinity Sunday. Mr. Gilbert states that he has distributed these sums equally amongst 12 poor widows of Repton, who call at his house in their way from church, and that if there have not been so many applicants he has sent the surplus to some other poor widows of the parish.

The land belonging to the charity appears always to have been in the occupation of this family; and the same sum of 24s. per annum has been paid for many years.

As it appears that the whole rents and profits were given to the poor, we apprehend there is no doubt that a fair rent ought to be paid by the occupier, for their benefit. Since our inquiry took place, Mr. Gilbert has agreed to take the land at the rent of 5*l.* per annum, which is stated to be the full value.

It is to be observed, that Mr. Gilbert is bound to make a division-fence between the land belonging to the charity and his own property whenever he shall be required so to do.

HUNT'S CHARITY.

The Rev. *William Hunt*, by his Will, bearing date 9th April 1736, bequeathed to the vicar and churchwardens of Repton the sum of 20*l.*, the same to be placed out, and the interest thereof to be distributed by the said minister and churchwardens to eight of the poorest parishioners of the said parish, whom the said minister and churchwardens should think the greatest objects of charity, on every Christmas-day.

Hunt's Charity.

The sum of 20*l.* above mentioned is in the hands of Richard Somers, of Repton, victualler; it was originally placed in his father's hands, who gave a promissory note to the vicar and churchwardens, with interest at 4½ per cent.

The yearly sum of 18*s.* is paid to the vicar, who distributes it soon after Christmas, equally, amongst 18 poor persons, principally widows, at their own houses.

COMINGS'S CHARITY.

By Indenture, bearing date 22d July 1801, between Robert Wedd of the first part, Dorothy Comings, widow, and Edward Ind, executrix and executor of the Will of *Richard Comings*, late of Cambridge, of the second part, and the Rev. John Edwards, vicar of Repton, John Smith and Richard Measham, churchwardens of Repton, and William Pearsall, of the third part; reciting, that the said Richard Comings had in his lifetime deposited with the said Robert Wedd the sum of 70*l.*, to be by him invested in the purchase of 100*l.* three per cent consols, upon the trusts thereafter contained; and further reciting, that a deed had been prepared in 1799, which was intended to have been executed by the said Richard Comings as a declaration of trust as to the sum of 100*l.* three per cent Bank stock, the dividends whereof were to be distributed in bread to the poor of Repton the day before Christmas-day as hereafter mentioned, but that such purchase of stock not having been made, the said declaration of trust had not been executed; and reciting, that the said Robert Wedd being desirous of carrying the intention of the said Richard Comings into execution had, with the consent of the said Dorothy Comings and Edward Ind, invested the sum of 60*l.*, part of the said sum of 70*l.*, in the purchase of 100*l.* three per cent consols, in the names of the Rev. John Edwards and others, parties of the third part; it was declared, that they should stand possessed thereof on trust, to expend the interest and dividends thereof annually for ever in bread, and to distribute such bread among the poor of the parish of Repton on the day before Christmas-day, unless Christmas-day should fall on a Monday, in which case the bread should be delivered on the Saturday preceding,

Comings's Charity.

Repton.
Comings's Charity,
continued.

at the discretion of the minister and churchwardens of Repton for the time being, provided, that whenever the parties in whose names the stock should stand should by death or otherwise become two or less in number, the survivors or survivor should by writing under their hands or hand appoint other proper persons to be trustees in the room of those so dying, and that the stock should be transferred accordingly.

Of the trustees in whose names the sum of 100*l.* stock was purchased John Smith is the only survivor, no subsequent transfer having taken place.

The dividends are transmitted through Mr. Whiston, a solicitor, of Derby, to the parishioners, and the amount is laid out annually in bread, which is distributed to the poor on St. Thomas's-day, together with the meat which is distributed in respect of the charities of Mary and Dorothy Burdett.

CHARITIES OF MARY AND DOROTHY BURDETT.

Charities of
Mary and Dorothy
Burdett.

The particulars of the charities of *Mary* and *Dorothy Burdett*, in respect of which meat and clothing to an amount far exceeding the interest of their legacies is provided annually by Sir Francis Burdett, will be found in a former part of this Report amongst the charities for the parish of Foremark.

A portion of the meat and clothing is received at Foremark Manor-House by the overseers of Repton, and distributed by them in Repton amongst the poor of this parish. There is also bread provided by Sir Francis Burdett, which is distributed to the poor at the church every Sunday throughout the year.

CHURCH LANDS.

Church Lands.

By the Award of the Commissioners for inclosing the open fields in the parish of Repton an allotment of 3*A.* 1*R.* 21*P.* on Repton Marsh, was set out to the churchwardens.

This allotment is inclosed, and let from time to time by the churchwardens under the direction of the vestry; it is now in the occupation of John Clarke Ward, as yearly tenant, at a fair rent of 12*l.* per annum.

The amount is carried to the churchwardens account, out of which there are paid the expenses of the repairs of the church, amounting upon an average to more than 12*l.* per annum.

PARISH OF SMISBY.

DONOR UNKNOWN.

Smisby.
Donor Unknown.

In the Parliamentary Returns of 1786 it is stated that some person unknown had given to seven poor widows of this parish land then vested in John Tims, and producing 7*s.* a year.

A house and garden, and an acre of land, near Smisby church, is now held by John Tims, who in respect thereof distributes 7*s.* a year to poor widows.

PARISH OF STANTON BY BRIDGE.

SHEPPERD'S CHARITY.

Stanton by Bridge.
Shepperd's Charity.

Richard Shepperd, by his Will, bearing date 9th September 1727, and proved at Litchfield, gave and devised to his wife Jane Shepperd, and her heirs, all his lands and tenements in Great Britain, and all his personal estate, subject to the payment of 20*s.* a year for ever to the poor of Stanton parish, 12*s.* a year, part thereof, having been left by the will of his late father Richard Shepperd.

The annual sum of 20*s.* is now paid by Thomas Brown Dummelow, in respect of some lands in Chellaston belonging to him. The amount is received by the churchwardens, and laid out in sixpenny loaves, which they distribute amongst all the poor who attend Divine Service at the church on Christmas-day.

CLARKE'S CHARITY.

Clarke's Charity.

By Indentures of Lease and Release, bearing date 19th and 20th July 1716, between the Rev. John Clarke, John Burdett, Charles Jennens, Edward Reppington,

Reppington, William Inge, and Edward Reynolds, esquires, of the first part, and Walter Burdett and Godfrey Clarke, esquires, of the other part, the said John Clarke, and in pursuance of a trust reposed in them by the said John Clarke, and by his direction, the said John Burdett and others, parties of the first part, granted all the tithes, great and small, arising within Shuttington in the county of Warwick, and all glebe lands, barns and premises thereto belonging, to the use of all the parties to the said indenture (with the exception of the said John Clarke) and their heirs, upon trust, after the decease of the said John Clarke, to employ the rents and profits of the said premises, subject to the payment of an annuity to the wife of the said John Clarke for her life, for the use and maintenance of such sufficient able orthodox minister, being a person of a sober life and conversation, as should be from time to time legally placed in the cure of the church of Shuttington, with the approbation of the trustees for the time being, or the major part of them, which said minister should read prayers and preach every Lord's Day during his continuance in the said cure, unless he should be prevented by some extraordinary occasion; provided that the said minister should be a graduate in one of the universities of Oxford or Cambridge; and that in case any other should be placed there, or any such minister without the consent of the said trustees, the said rents and profits should during such time as such minister should continue there, be disposed of for the putting to apprentice to some commendable trades so many poor children whose parents should be reputed not to be worth 10*l.* a-piece, and whose parents should inhabit within the parish of Stanton by Bridge, and in the parish of Shuttington, as the rents and profits of the said premises would conveniently place forth. And it was provided, that so often as any four of the trustees should happen to die, the survivors should within twelve months convey the said premises to four other persons to the same uses, two of such four trustees to be persons inhabiting within 14 miles of Stanton, and the other two within 14 miles of Shuttington. And it was further provided, that the said trustees should have all necessary and reasonable charges in managing the said trust allowed them out of the rents and profits of the said premises.

The last trust-deeds bear date 4th and 5th July 1814, whereby Sir Francis Burdett, bart., Eusebius Horton, esq., since deceased, Theophilus Levett, William Philips Inge, and Charles Edward Reppington, esquires, conveyed the said premises to Sir Oswald Mosley, bart., the Rev. Thomas Levett, Lieutenant-General William Dyott, John Boulton, esq., and Robert Wilnot, now Robert Wilnot Horton, esq.

In lieu of the tithes and glebe conveyed to the trustees by the indenture of 1716, two farms in Shuttington were allotted to the trustees about the year 1806 under the Edengale Inclosure Act.

One of these farms consists of several closes, containing in the whole 106*A.* 3*R.* 3*P.*, and is now in the occupation of Joseph Barnes, as tenant from year to year, under a written contract bearing date 2d February 1826, at the rent of 156*l.* 16*s.* per annum, with a proviso that the tenant shall pay such further rent (not exceeding with the rent reserved 190*l.*) as shall be equal to five per cent per annum on all sums laid out in building on the premises.

The other farm consists of several closes, containing 38*A.* 0*R.* 22*P.*, and is now in the occupation of John Hopley as tenant from year to year, under a written contract of the same date, at the rent of 75*l.* 7*s.* per annum.

These appear to be good rents, the amount having been fixed according to the valuation of a surveyor. Previously to February 1826 these farms were let to three several tenants, at rents amounting altogether to 164*l.* 10*s.* per annum.

The trustees are also possessed of 1,525*l.* three per cent consols, and the sum of 314*l.* 16*s.* three per cent reduced, producing altogether annual dividends to the amount of 54*l.* 5*s.* 10*d.*

The stock above mentioned has been purchased at different periods out of the surplus income beyond what has been disposed of according to the trusts above mentioned.

From the accounts of the charity, which were produced to us from the year 1745, it appears that from that time to 1792 two successive ministers of Shuttington, not having been appointed, as it is supposed, with the consent of the trustees, received a small portion only of the rent of the tithes, and that out

Stanton by Bridge.

Clarke's Charity,
continued.

Stanton by Bridge.

Clarke's Charity,
continued.

of the residue premiums were paid on apprenticing poor children of Stanton by Bridge and Shuttington. The applications, however, seem to have been insufficient to exhaust the income, and a considerable balance accumulated by degrees, which was generally left in the hands of the treasurer, who paid interest upon every integral sum of 100*l*. In 1765 the balance in the hands of the treasurer amounted to 147*l*. 4*s*. 2*d*. In 1783 it had increased to 463*l*. 19*s*. 6*d*., and 400*l*. was then placed out at interest, and in 1798 there was in addition to the said sum of 400*l*. above 200*l*. in the hands of the treasurer, and the sum of 400*l*. was then called in, and 600*l*. was laid out in the purchase of 1,225*l*. three per cent consols. In 1812 a further sum of 180*l*. was invested in the purchase of 300*l*. stock in the same fund, making up 1,525*l*. and in 1822, 250*l*. was laid out in the purchase of 314*l*. 16*s*. stock in the three per cent reduced annuities.

Since 1811, interest at the rate of five per cent has been paid by the treasurer for the whole of the balance in his hands.

With respect to the application of the income, it appears that the sum of 6*l*. only was paid to the incumbent from 1745 to 1777. From that period a gratuity, varying in amount, but not exceeding 10*l*. 10*s*. in any one year, was paid to the then incumbent until his death in 1784, and his successor received only 6*l*. per annum; but in 1792 the present incumbent, the Rev. John Piddocke, was presented to the living, with the approbation of the trustees, and it was then ordered that the rents of the tithes should be paid to him at the annual meeting of the trustees, but that the interest of the money then in hand should be applied as usual in placing out apprentices. The whole rents of the charity-estates have accordingly been paid since 1792 to Mr. Piddocke, he paying 2*l*. 2*s*. per annum for land-tax.

The dividends of the stock and the interest on the balances in the treasurer's hands have been received by the trustees, and applied in placing out apprentices. The trustees meet annually at Whichnor Bridge on the third Wednesday in June, previous notice thereof having been given to the parish-officers of Stanton and Shuttington. At these meetings all the children of poor persons of the places above mentioned who apply are placed out apprentices, with premiums varying in amount from about 9*l*. to 15*l*. 15*s*.

The only expenses incurred in the execution of the trust consist of the charges of the trustees dinner on the day of their meeting, amounting to about 5*l*. and an allowance of 5*l*. per annum to Sir J. Fowler, knight, who holds the office of treasurer.

The treasurer keeps the accounts of the charity, which are audited by the trustees at their annual meetings. In June 1826 there was a balance of 112*l*. 6*s*. 5*d*. in hand, and it is intended to apply this sum towards the expense of building a barn, stable, and shed, on the farm let to Joseph Barnes, upon which the trustees have resolved to lay out 220*l*.

PARISH OF STAPENHILL.

ROBINSON'S CHARITY.

Stapenhill.

Robinson's Charity.

In the Parliamentary Returns of 1786 it is stated that *Daniel Robinson*, by Will, the date of which is not mentioned, gave to the poor of this parish land then vested in Mrs. Henshaw, and producing 1*l*. per annum.

Mrs. Henshaw appears to have been the owner of a farm in the parish of Stapenhill, containing about 40 acres of land, which upon her death came to her daughter, Mrs. Ayre, who is lately deceased.

The sum of 1*l*. per annum has been paid by them successively for many years to the parish-officers, by whom it has been distributed to the poor at Easter, with other charities, as hereafter mentioned.

COX'S CHARITY.

Cox's Charity.

The Parliamentary Returns also state that — *Cox*, by Will, the date of which is not mentioned, gave to the said poor land then vested in Thomas Sellick Brome, and producing 1*l*. 10*s*. per annum.

It appears from printed particulars of lands belonging to Thomas Sellick Brome, esquire, advertised to be sold on the 20th April 1799, that the following premises

premises were offered for sale, and were stated to be subject to an annual payment of 30s. to the poor of Stapenhill :

	A.	R.	P.
House, out-buildings, &c. - - - - -	1	1	26
First Appletree Hill Close - - - - -	2	1	1
First and Second Shortlands - - - - -	12	2	30
Slang - - - - -	1	0	4
Third Shortlands - - - - -	6	0	0
Second Appletree Hill - - - - -	9	2	0
Containing in the whole - - -	32	3	21

Stapenhill.

Cox's Charity,

continued.

These lands are now the property of Robert Wilmot Horton, esquire, and the yearly sum of 30s. is paid half-yearly by his tenant Charles Warren, to the parish-officers of Stapenhill, by whom it is distributed at Easter, as hereafter mentioned.

JACKSON'S CHARITY.

In the same Returns it is also stated that *Frances Jackson*, by Will, (the date of which is not mentioned,) gave to the said poor land and a house then vested in Joseph Watson and J. Wakelin, and producing the annual sum of 1*l.* 5*s.*

Jackson's Charity.

Joseph Watson appears to have occupied a house and about 12 acres of land in Stapenhill, and after his death his widow continued to occupy the same premises until the time of her death, about three years ago. The house and part of the land afterwards came to Mr. George Walters, and the rest of the land to William Watson.

The annual sum of 1*l.* 1*s.* 8*d.* is stated to have been paid to the overseer by Joseph Watson and by his widow successively, and is now paid to him by George Walters, 8*s.* 4*d.* at Easter and 13*s.* 4*d.* at Christmas. There is also a house adjoining to the aforesaid house in the possession of George Walters, now occupied by Joseph Warren, who pays 3*s.* 4*d.* a year to the overseer. These sums also form part of the money distributed at Easter.

RHODES'S CHARITY.

It is stated on a tablet in the parish-church that *Elizabeth Rhodes* gave 15*l.* to the poor, the interest to be distributed yearly, on Good Friday or Easter-eve, by the vicar and overseers of the poor.

Rhodes's Charity.

This sum of 15*l.* is deposited in the bank of Messrs. Mammott & Co. of Ashby, and 12*s.* is paid annually, as the interest thereof, to the parish-officers.

The produce of this and the several preceding charities, amounting in the whole to 4*l.* 7*s.* per annum, is distributed at the church by the minister and parish-officers amongst the poor of the parish, whether receiving relief or not, in sums varying from 6*d.* to 2*s.* £.2. 17*s.* is thus disposed of at Easter, and the residue at Christmas.

JOYCE COX'S CHARITY.

It is also stated on a tablet in the church that Mrs. *Joyce Cox*, sister of the said Elizabeth Rhodes, gave 15*l.* to the poor of the parish, and directed that the interest thereof should be distributed on Christmas-eve, yearly, by the vicar and overseers of the poor.

Joyce Cox's
Charity.

We could not obtain any further information as to this charity.

PARISH OF STRETTON-EN-LE-FIELDS.

ALLIN'S CHARITY.

By Bond, dated 22d January 1750, John Bakewell became bound to Thomas Richards and James Goode in the penal sum of 50*l.*

Stretton-en-le-
Fields.

In the condition of the bond it is recited that *Thomas Allin*, of Stretton-en-le-Fields, by his Will, the date of which is not mentioned, gave to the poor of Stretton the sum of 30*s.*, to be paid yearly out of his lands at Stretton, Donisthorpe, and Yoxall, to be divided amongst them at the discretion of his next relations ; that the said John Bakewell and Elizabeth his wife were entitled to the said lands for their lives, with remainder to their issue ; and as to part, with remainder in fee, to the said John Bakewell, and as to the residue, with remain-

Allin's Charity.

Stretton-en-le-
Fields.Allin's Charity,
continued.

der to the heirs of the body of the said Elizabeth by any after-taken husband, with remainder in fee to the said John Bakewell; that the said John and Elizabeth were desirous that the said yearly sum should be paid for ever to the said poor, although the said Thomas Allin had no power to charge the said lands with the payment thereof, and that therefore they had agreed to enter into the above bond, and had executed two parts thereof, one of which was to remain in the house of the said John Bakewell at Stretton, part of the said estate, and then in the possession of John Cotton; and it was declared, that if the said John Bakewell and Elizabeth, and all future owners of a close in Stretton called the Heath Close, parcel of the lands which the said Thomas Allin by his will intended to charge with the said annuity, should yearly, on the Feast of St. Thomas, at the said John Cotton's dwelling-house in Stretton, pay the said sum of 30s. to such of the poor in Stretton, and in such shares as the owners and occupiers of the said house for the time being, and the said Thomas Richards and James Goode, or the major part of them, should appoint, the obligation should be void.

This bond is in the custody of the rector of Stretton.

Mr. Thomas Goode, the occupier of the Heath Close, distributes the annual sum of 30s. amongst the poor of this parish.

LOST CHARITIES.

Lost Charities.

The Returns made to Parliament in 1786 state that — *Hancock* gave 5*l.* then vested in John Smith; also that a person unknown gave a rentcharge of 8*s.* per annum, vested in John Cave Browne; and that another unknown person made a donation to the poor, which was vested in the Rev. Thomas Moore, and produced 10*s.* per annum.

All these charities are stated in the Returns to have been directed to be distributed in bread, but we have not been able to procure any further information respecting them.

PARISH OF SWARKESTON.

JENNINGS'S CHARITY.

Swarkeston.

Jennings's Charity.

John Jennings, by his Will, bearing date 4th August 1657, devised all his lands in Hilton, to John Berrisford and Francis Walker, and their heirs, upon trust, forth of the profits thereof to pay 20*s.* yearly on 25th December to the poor of the parish of Etwall, and 20*s.* yearly on 24th June to the poor of the parish of Swarkeston for ever, and the rest of the profits thereof he gave to his wife for life, with remainders over.

We have already stated in a former part of this Report that 20*s.* a year is paid by William Martin, out of premises at Hilton, to the poor of Etwall, but no payment has been made to this parish for several years. It is supposed that it was paid by John Massey until about the year 1810, when certain premises in Hilton belonging to him were sold to different purchasers, but we could not obtain any positive evidence of such payment.

It appears from the Parliamentary Returns of 1786 that the 20*s.* to the poor of Etwall was then paid by — Heath, of whom William Martin purchased the premises in Hilton, now held by him, but that the 20*s.* to the poor of Swarkeston was paid by John Massey. From this statement it would appear that some arrangement had taken place between the owners of different portions of the testator's estate; as to the payment of these charities; but we apprehend that such arrangement would not legally exonerate any part of the premises charged; and that if there were sufficient proof of the lands in Martin's possession having been part of Jennings's property, they would be liable to the payment to Swarkeston as well as to Etwall; it appears, however, to us, that there would be some difficulty in adducing proof of such fact so strictly as would be required against a person purchasing the land as being subject only to the payment of one sum of 20*s.*

As against the purchasers of Massey's property there seems to be no evidence.

PARISH OF TICKNALL.

SCHOOL.

By Indenture of Bargain and Sale enrolled in the Court of Chancery, bearing date 6th October 1744, between Sir Henry Harpur, bart. and his mother, the honourable dame Catherine Harpur, relict of Sir John Harpur, of the one part, and Thomas Fisher, and John Clayton, of the other part, reciting that the said Sir Henry Harpur was lord of the manor of Calke, and that the said dame Catherine Harpur had at her own expense erected a building on part of the waste of the said manor, and had for many years appointed one or more persons to teach such of the children of Calke and Ticknall to write and read in the said building as had been nominated by her; and reciting, that she was desirous that the said building should for ever thereafter be used as a school for teaching the children thereafter mentioned, and had for that purpose requested the said Sir Henry Harpur to convey the same to the said Thomas Fisher and John Clayton, and their heirs, upon the trusts thereafter mentioned, the said Sir Henry Harpur granted, bargained, and sold the piece of land in Ticknall whereon the school was erected to the said Thomas Fisher and John Clayton, and their heirs, upon trust, to permit the same to be used for a school for the teaching and instructing such of the children of the inhabitants of Calke and Ticknall to write and read, and work, as should be nominated by the said dame Catherine Harpur during her life, and after her decease by the said Sir Henry Harpur and his heirs.

Ticknall.

School.

And it was further witnessed, that for the keeping of the said school in good repair, and for the establishing a perpetual provision and maintenance for one or more persons to instruct such poor children as aforesaid, the said dame Catherine Harpur bargained and sold to the said Thomas Fisher and John Clayton, and their heirs, two closes at Tissington, called the Hurky Cliffs, with a barn or cowhouse thereon, which premises were then leased to William Fitzherbert, of Somersall, for the term of 21 years from the 25th of March then last, at the yearly rent of 8*l.* upon trust, out of the rents and profits thereof to maintain and keep in good repair the said school, and to pay and dispose of the residue thereof to such person or persons as should teach the children of the inhabitants of Calke and Ticknall, to be nominated as aforesaid, to write, read, and work in the said school, without taking any other gratuity for the same; and it was provided that the said Lady Catherine Harpur, during her life, and the said Sir Henry Harpur, and his heirs, after her decease, might revoke the nomination and appointment of the schoolmaster at their free will and pleasure, and nominate any other person or persons to teach the said children in his place.

The premises in Tissington above mentioned were purchased by the said dame Catherine Harpur of William Fitzherbert, esq. who by Indentures of Lease and Release, bearing date 18th and 19th May 1744, in consideration of 200*l.* conveyed the same to the said dame Catherine Harpur and her heirs, by the description of two closes in Tissington, called the Hurky Cliffs, containing by estimation nine acres, bounded by the estate of Richard Fitzherbert, of Somersall, on the east, and the estate of the said William Fitzherbert on the north and south, with the barn and cowhouse thereon standing.

By Indentures of Lease and Release, bearing date 4th and 5th December 1823, Thomas Clayton, esq. the heir at law of John Clayton above mentioned, who survived his co-trustee Thomas Fisher, at the request of Sir George Crewe, the great-grandson and heir of the said Sir Henry Harpur, conveyed the piece of land in Ticknall, whereon the school was erected, and the two closes in Tissington, with the buildings thereon, then in the occupation of Sir Henry Fitzherbert, bart. to Sir George Crewe, bart. and Henry Robert Crewe, esq. and their heirs, upon the trusts declared in the above-mentioned indenture of bargain and sale.

The two closes purchased of William Fitzherbert, and which were in 1744 demised to him for the term of 21 years, at the rent of 8*l.* have remained in the possession of the same family up to the present time.

About the year 1809 the steward of Sir George Crewe finding that Sir George Crewe and his father had paid to the schoolmaster for many years the sum of 11*l.* 1*s.* per annum, and being unable to account for the origin of such payments, made inquiries as to the foundation and endowment of the

Ticknall.

School,
continued.

school, and on discovering that the premises above mentioned had been appropriated thereto, but that no rent had been received for a great number of years, he applied to the agent of Sir Henry Fitzherbert, from whose accounts it appeared that no rent had been paid from the year 1784. The arrears were then demanded at that rate of 11*l.* 1*s.* per annum, being the sum paid to the schoolmaster by Sir George Crewe, but it was ultimately agreed that Sir Henry Fitzherbert should pay the arrears at the rate of 9*l.* 10*s.* 6*d.* per annum, as the difference between 11*l.* 1*s.* and 8*l.*, the rent reserved under the lease of 1744, and accordingly Sir George Crewe's agent has received the amount of arrears at that rate for 38 years up to 1822. Upon the settling of this account it appears to have been understood that the rent should in future be paid according to a valuation, but at the time of our inquiry, August 1826, the amount of the rent had not been determined.

The old school having been in a very dilapidated state was lately taken down by Sir George Crewe, who has built at his own expense a dwelling-house for the residence of the master, on the site thereof, and a school-room adjoining thereto on his own land.

The master of this school, until the beginning of 1825, received the above-mentioned sum of 11*l.* 1*s.* In February 1825, a new master was appointed by Sir George Crewe, who agreed to pay him a salary of 25*l.* per annum, and to make up that sum to 30*l.* if he did not make 10*l.* more by scholars who should pay for their instruction.

Forty boys are appointed from the parishes of Ticknall and Calke, by Sir George Crewe, to be taught free, there being another school for girls, which is supported at the expense of Lady Crewe. The boys are taught reading, writing, and accounts, without any charge.

DAME CATHARINE HARPUR'S CHARITY.

Dame Catherine
Harpur's Charity.

Dame *Catherine Harpur*, by Deed of Appointment, bearing date 30th November 1741, as appears by an extract thereof transmitted to the Rev. Walter Fletcher, under the circumstances hereafter stated, gave the sum of 100*l.* to her son Henry Harpur, the Rev. — Harpur, or the then officiating curate of Ticknall, and Thomas Fisher, of Repton, in trust, to be laid out in a convenient purchase, and until such purchase should be made, to be put out at interest, and the profits arising therefrom to be distributed yearly and perpetually by the curate of the said parish of Ticknall for the time being, to and amongst six poor boys, and six girls of and belonging to the said parish of Ticknall, share and share alike, towards their being instructed by some schoolmaster and taught, and that the said boys and girls should be such as should be thought by the curate of the said parish the greatest objects of charity, provided that application should be made to her son Henry Harpur, or his heirs, by the said curate, for his concurrence in the distribution of the said money, to such boys and girls as the said curate should name, and represent to him as proper objects.

In 1767 the extract from this deed was transmitted to the Rev. Walter Fletcher, who was the curate of Calke and Ticknall, by the solicitor of William Cartwright, esq. the executor of the countess of Arran, who was sister to dame Catherine Harpur; and out of the personal estate to which lady Harpur became entitled on the death of her sister, the sum of 100*l.* with seven years interest thereon, amounting to 128*l.* was also transmitted to Mr. Fletcher. This sum was placed out at interest, but in consequence of the failure of the party to whom it was lent a considerable loss was incurred, and it was reduced to 80*l.*

In the year 1815 this money came to the hands of the Rev. Walter Fletcher, of Dalston, in Cumberland, the son of the Rev. Walter Fletcher above mentioned, and he has placed the money out, and has received interest, sometimes at four, and at other times at three per cent, but he has always charged himself with interest at five per cent. Until 1821, 4*l.* a year was paid to the master of the school in Ticknall, through the hands of a tradesman, resident in Derby. Since that time it has not been demanded, and the interest has been permitted to accumulate, so that in 1826 the principal and interest amounted to 100*l.*

Mr. Fletcher is anxious to be relieved from any further trouble with respect to this charity, and we have therefore recommended him to invest the sum of 100*l.* in the funds, in the names of Sir George Crewe, the heir of Sir Henry Harpur, the son of the donor, and some other person having property in Ticknall, or the neighbourhood, so that the dividends arising therefrom should be

in

in future applied towards the education of 12 poor children of Ticknall, to be nominated according to the directions of the donor.

Ticknall.

HOSPITAL.

Charles Harpur, esq. by his Will, bearing date 5th April 1770, directed that his brother Sir Henry Harpur, whom he appointed his executor, should, out of a sum of 9,500*l.* then owing to him by his said brother, lay out 500*l.* in building an hospital in or near Ticknall, for poor decayed men and women of Ticknall and Calke; and that the sum of 2,000*l.* should be laid out in the names of his said brother, and James Gisbourne, and ——— Wilmot, esquires, upon mortgage or government security, upon trust, that the interest arising therefrom should from time to time be laid out and applied for the maintenance and support of as many poor men and women in the said hospital as his said brother and his heirs should in their discretion nominate or appoint.

Hospital.

In pursuance of the will of Charles Harpur, an hospital was erected in Ticknall in 1772, the date and particulars of the testator's donation being mentioned in an inscription thereon. This hospital contains seven tenements, each of which comprises a room on the ground-floor, and a chamber above, with a large pantry, and a plot of garden-ground. The premises are kept in good repair by Sir George Crewe, bart.

It does not appear in what manner the legacy of 2,000*l.* was laid out, but it is understood that the interest of that sum is payable by Sir George Crewe, at the rate of four per cent. He accordingly pays 10*l.* a year to each of the seven inmates of the hospital, and the remaining 10*l.* is reserved for the expenses of the repairs. No account is kept of the sums actually laid out for this purpose, but it is stated by his steward that they amount to at least 10*l.* per annum.

Four poor men or women of the parish of Ticknall, and three of the parish of Calke, are appointed to the hospital by Sir George Crewe, the heir of Sir Henry Harpur, such persons as are aged and infirm being generally selected.

PARISH OF WALTON-UPON-TRENT.

SCHOOL.

By Indenture of Bargain and Sale, bearing date 16th June 1760, and enrolled in the Court of Chancery, between Matthew Butler, of the one part, and Edward Taylor Ludford and five others, of the other part; the said Matthew Butler, to the intent that the premises thereafter mentioned should be conveyed in trust for the charitable uses thereafter expressed, bargained and sold to the said parties of the second part, and their heirs, a close, situate in Linton, in the county of Derby, called the Sherrard Heath, containing eleven acres, upon trust, that they should yearly let the said piece of ground at the greatest and most improved yearly rent, and should pay the same unto such person as they should from time to time appoint to teach such a number of poor children belonging to the whole parish of Walton, whose parents were not able to keep them to school at their own charge, to spell and read English, and for so long time as the said trustees should think most meet and proper, which said number of poor children the said trustees should from time to time appoint; and upon further trust, that whenever the trustees should by death be reduced to three or two, the survivors should as soon as conveniently might be choose four or five other substantial and sufficient inhabitants of the parish of Walton to be joined with them as trustees, and should convey the said premises accordingly; and it was provided, that if the person chosen to teach the said poor children should in the judgment of the trustees, or the major part of them, misbehave him or herself it should be lawful for the said trustees, or the major part of them, to remove such person and to elect another to teach the said poor children.

Walton-upon-
Trent.
School

It is reputed in the parish that the above-mentioned close was purchased with the sum of 260*l.*, given by Mrs. Levett and Mrs. Bailey, and there is in the possession of the trustees the solicitor's bill for making the above-mentioned conveyance, addressed to those ladies.

The last conveyance to trustees was by Indentures of Lease and Release, bearing date 8th and 9th November 1816, whereby Edward Disbrowe, esq. Robert Lea, and Thomas Hollier, conveyed the above-mentioned close to Edward Miller Mundy, esq., the Rev. Edward Blick, Francis Hamp, and John Garner,

Walton-upon-
Trent.School,
continued.

Garner, to hold to them and their heirs, to the use of the parties of the first and second parts and their heirs, upon the trusts above mentioned.

Of these trustees, Edward Disbrowe, esq. and Thomas Hollier, are since dead.

The close called Sherrard Heath, now divided into two parts, is occupied by William Whittingham, as yearly tenant, at a good rent of 20*l.* per annum.

In addition to the above-mentioned premises there is a good dwelling-house, with a garden, in the occupation of the schoolmaster, supposed also to have been given by Mrs. Levett and Mrs. Bailey, and there is a school-room with a small play-ground in the front of it. The buildings were thoroughly repaired in 1825. For the purpose of paying the expenses incurred on this occasion some timber was cut on the charity-land and sold, the clear produce whereof amounted to 30*l.* The trustees also sold a small plot of land allotted to the charity upon the inclosure of a common in the township of Linton for the sum of 13*l.* 10*s.*, which was applied to the same purpose.

The rent is received by the Rev. Edward Blick, the rector, who is also one of the trustees, and until lately it was paid by him to a schoolmaster for instructing 20 poor children in reading. About two years ago the national system was introduced into the school, and the master now takes all the children of the parish, including the chapelry of Rosliston, and instructs them in reading, writing, and the first rules of arithmetic, every child (except those of the poorest description) paying 1½*d.* a week, and 3*d.* a week if any additional instruction is required. The school is kept in the room above described as belonging to this charity, and the rent of the land above mentioned, together with the yearly sum of 25*s.* derived from the gifts of William and Bridget Bedford, is applied in support of this establishment, the residue of the expenses being defrayed by voluntary contributions.

CHARITIES OF WILLIAM AND BRIDGET BEDFORD.

Charities of
William and
Bridget Bedford.

The Rev. *William Bedford*, rector of Walton, by his Will, bearing date 20th February 1659 (as recited in an Indenture made in 1674, the purport of which will be stated hereafter), bequeathed to the poor of Walton, 10*l.*, to be put forth by the churchwardens and overseers, and the interest thereof to buy bread for the poor of Walton, to be distributed by the churchwardens and overseers, with the consent and liking of the minister of Walton, on the Sundays next after the 24th June and 25th December yearly for ever. And he also gave 20*l.* for the maintenance of a school in Walton, according as his wife Bridget should think fit.

By Deed-poll, bearing date 15th April 1671, reciting that the said William Bedford had by his will given 20*l.* for the instructing of children in the parish of Walton, to be disposed of according to the discretion of his wife; the said *Bridget Bedford* thereby disposed of the same as follows, viz. she directed that the same should be laid out (if it might be) in the purchase of a lease of the clear yearly value of 20*s.* above the rent reserved, or otherwise to be put out to interest, and the yearly profit thereof to be employed for ever for the teaching of three male children of the said parish, first to knit stockings, and after they had attained a competent skill therein, then to knit and read; and she appointed the Rev. Thomas Bearcroft, rector of Walton, and his successors, and two others, her trustees for that purpose, and directed that when either of her trustees, besides the rector, should die, the said rector and the survivor should choose a third in his place.

The said Bridget Bedford also, by a memorandum in writing, bearing date 15th February 1671, gave 5*l.* to be disposed of to the use above mentioned, according to the discretion of her trustees.

By Indenture, bearing date 18th May 1674, between Andrew Brooke, of the one part, and John Ferrers, and others, of the other part, reciting the several documents above abstracted, and that it had been thought expedient by the trustees, churchwardens, overseers and inhabitants of Walton, that the said several sums, amounting in the whole to 35*l.*, should be disposed of for purchasing a rentcharge of 35*s.* per annum; the said Andrew Brooke, in consideration of the said sum of 35*l.* granted to the said John Ferrers and others, and their heirs, a yearly rent of 35*s.* issuing out of a close in Coton, in the parish of Lullington, called Walton Way, with a power of distress in case of non-payment; and the said John Ferrers and others declared that they would dispose of the rents which were to be received half-yearly on 1st June and

and 1st December, according to the directions of the respective donors.— The premises charged with the above-mentioned payment of 35*s.*, are now the property of Mr. Walter Baeh; his tenant pays annually 25*s.* to the rector, which is applied by him towards the support of a school established in the parish on the national system, and 10*s.* to a baker who furnishes penny-loaves to that amount, which are distributed by the rector and parish-officers in equal quantities on the Sundays after the 24th of June and 25th of December, amongst the poor attending Divine Service at the church.

Walton-upon-Trent.
Charities of William and Bridget Bedford,
continued.

ABIGAIL BAILY'S CHARITY.

It appears from a memorandum in the parish-church, bearing date 5th January 1782, that the sum of 37*l.* which is there stated to have been given by Mrs. *Baily* (described in the Parliamentary Returns as *Abigail Baily*), to be laid out in land, the produce thereof to be given to the poor of Walton, yearly, was placed out at interest, in the hands of different persons, at four per cent.

Abigail Baily's Charity.

In the year 1820 the sum of 37*l.* was called in, and lent to the trustees of the school, and in 1825 this sum was re-paid to the minister and church-wardens, with the arrears of interest, amounting to 13*l.*, which were distributed to the poor at Christmas 1825; the sum of 37*l.* remained at the time of our inquiry, August 1826, in the hands of the incumbent, the Rev. Edward Blik; but it had been agreed at a parish-meeting that it should be laid out in erecting some new pews in the church, which was then undergoing repairs, such pews to be let annually to the best bidder, and the rents thereof to be distributed to the poor.

The interest of the 37*l.* together with the yearly sum of 30*s.* paid by Mr. Disbrowe, as hereafter mentioned, has been distributed at Christmas, by the minister and parish-officers, in small sums, varying from 1*s.* 6*d.* to 2*s.* amongst the poor of this parish.

RENT-CHARGE OF 30*s.*

A yearly sum of 30*s.* has for many years been paid in respect of a field called Bireh's Close, now the property of Edward Cromwell Disbrowe, esq. but the origin of the payment is not known.

Rentcharge of 30*s.*

This sum is received annually from the agent of Mr. Disbrowe by one of the parish-officers, and it is distributed with the produce of the preceding charity as above mentioned.

BEARCROFT'S CHARITY.

The Rev. *Thomas Bearcroft*, by his Will, bearing date 20th May 1680, and proved in the Prerogative Court of Canterbury, gave his little tenement and close in Walton, and its lease which he had lately purchased of Mr. Samuel Whiting, to the relief and for the behoof of the poor of Walton, to be made sure for that purpose, the rents and profits of the said tenement and close to be distributed in a dole or doles of bread to the said poor people of Walton by equal portions, at the two feasts of Easter and Michaelmas, yearly, during the term of the said lease, by the rector and overseers of the poor of Walton aforesaid, successively.

Bearcroft's Charity.

An Indenture, bearing date 13th April 1671, which appears to be the lease alluded to by the testator, is preserved in the parish-chest; by this indenture, Samuel Whiting, in consideration of 10*l.* demised to Thomas Bearcroft, a messuage or tenement, and a yard and close thereto belonging, containing by estimation half an acre of ground, situate in the town of Walton, and in that part thereof called Ladle End, bounded on the north-east side by the lane, and on all other sides by the lands of John Ferrers, esq., and of Thomas Goodman of Rosliston, for the term of 2,000 years at a pepper-corn rent.

These premises, which consist of a cottage and garden, and a small piece of waste land adjoining, were in the possession of Thomas Goodman for many years previously to and until his death in 1824, and in respect thereof he paid to the parish-officers the yearly sum of 10*s.* which was bestowed by them in bread to the poor, half-yearly, at Michaelmas and Lady-day; they are now in the possession of his daughter Aliee Morgan, who has promised to pay 4*l.* per annum for them, and we are informed that under all circumstances this may be considered a fair rent. The cottage is stated to require some repair, and it

Walton-upon-
Trent.

Charities of
Robert Tomlinson
and others.

is proposed to apply a portion of the increased rent to the repairing of it, and to distribute the remainder as heretofore.

CHARITIES OF ROBERT TOMLINSON AND OTHERS.

By Indenture, bearing date 10th June 1700, between James Hamp, of Walton, of the one part, and Richard Tomlinson and Christopher Nevill of the same place, of the other part, reciting that *Robert Tomlinson* had in his life-time given the sum of 10*l.* to be disposed of, to the intent that the interest should be yearly distributed amongst the poor inhabitants of Walton in manner thereafter expressed; and that the said *Richard Tomlinson* and *Christopher Nevill*, intending to give and leave the sum of 10*l.* a-piece, to be disposed of in like manner after their several deceases, and having in their hands the sum of 10*l.* given by the said Robert Tomlinson, were willing to have the same laid out in their life-times for the purposes aforesaid, and had therefore deposited the sum of 30*l.* in the hands of the said James Hamp, for the uses thereafter expressed; it was witnessed, that the said James Hamp in consideration of the said sum of 30*l.*, paid to him by the said Richard Tomlinson and Christopher Nevill, granted to them and their heirs a yearly rentcharge of 30*s.*, to be issuing out of a close situate in Walton-upon-Trent, called the Moor Furlong, and containing by estimation six acres, to be paid half-yearly at Lady-day and Michaelmas to the following uses, viz., as to the yearly rent of 10*s.*, one third part thereof to the use of the poor inhabitants of Walton, to be distributed amongst them in money on Michaelmas-day and Lady-day, by equal payments, in such manner as the minister, or curate and churchwardens, and overseers of Walton for the time being, should direct; and as to one other yearly rent of 10*s.*, part of the said 30*s.*, to the use of the said Richard Tomlinson and his assigns for life, and after his death to the use of the poor inhabitants of Walton for ever, to be distributed in manner aforesaid; and as to the remaining third part of the said rent of 30*s.*, to the use of the said Christopher Nevill for his life, with remainder to the use of the said poor as aforesaid; and if the said rentcharge should be in arrear by the space of 30 days after either of the said days of payment, the said Richard Tomlinson and Christopher Nevill and their heirs should have power to enter the same close, and distrain for satisfaction of the said rentcharge.

In respect of this charity the yearly sum of 20*s.* was paid by Mr. Francis Hamp until February 1814, to a baker, who provided bread to that amount, which was distributed to the poor at the church.

Mr. Hamp was the proprietor of certain lands in Walton, part of which it appears was known by the name of Moor Furlong, or Mow Furlong. In 1814 he sold these lands to the late Edward Disbrowe, esq., and since that period nothing has been paid in respect of this charity.

It further appears that Mr. Disbrowe had no notice of these lands being charged with any payment to charitable uses, and as one half only of the purchase-money was paid, and the premises were mortgaged to the vendor for securing the residue, which still remains unpaid, we apprehend that if the title of the charity to any payment out of these lands is established, his son E. C. Disbrowe, esq., who is entitled to the equity of redemption, will be at liberty to deduct from the amount of the purchase-money remaining due a sufficient sum to make a compensation for such charge.

We are informed by Mr. Disbrowe's solicitor, that as he is now taking steps for paying off the mortgage he will previously examine the title-deeds, and that if it appears that the lands charged with the payment of 30*s.* form part of the premises sold as above mentioned, he will take the proper steps for obtaining a compensation from the vendor.

Under these circumstances there is reason to hope that the difficulties which we have met with in identifying the land subject to this rentcharge will be overcome, and the charity re-established.

The payment of 20*s.* instead of 30*s.* may, as it appears to us, easily be accounted for by the peculiar mode in which the several sums of 10*s.* each were to become payable to the poor upon successive contingencies.

There is now due to a baker in Walton the sum of 5*l.* for bread furnished by him in expectation of this payment, between February 1814 and February 1819.

COUNTY OF GLOUCESTER.

HUNDRED OF BERKELEY. Parish of Berkeley, including the Tithings of Alkington, Ham, and Hinton: John Atwood's charity. Thomas Machin's charity. John Mallet's charity. Unknown Donor. Thomas Bailey's charity. Charities of Samuel Turner, John Smith, and the Countess of Berkeley. Thomas Hopton's charity. Bridget Vick's charity. Thomas Pearce's charity. Elizabeth Beaven's charity. Richard Tyler's charity. The Rev. John Andrews's charity. Richard Everitt's charity. Charities of Mary Host and — Boucher. Hamlet of Stone: Henry Palmiter's charity. Thomas Dudbridge's charity. William Morse's charity. Parish of Cam: Christopher Woodward's charity. Throgmorton Trotman's charity. Frances Hopton's charity. Margaret Trotman's charity. Richard Hicks's charity. Samuel Phillimore's charity. John Carter's charity. Church Lands. Nathaniel Hicks's charity. Parish of Coaley: William Wilkins's charity. Charity Lands. Parish of Cromhall: Thomas Hicks's charity. Edmund Fearon Bourke's charity. Parish of Dursley: The almshouses. The gifts of Richard Fynimore, and Thomas Heven, for the repairs of the church. Hugh Smith's charity. Sir Thomas Estcourt's charity. Throgmorton Trotman's charity. Spillman's charity. John Arundell's charity. Anne Purnell's charity. Nathaniel Lawson's charity.	Parish of Dursley— <i>continued</i>. Jacob Stiff's charity. Samuel Adye's charity. Samuel Phillimore's charity. Richard Jones's charity. School of the Protestant Dissenters. Parish of Elberton: John Hickes's charity. Parish of Hill: Mabel Mallet's charity. Parish of North Nibley: Catherine Barton's charity. Joan Wood's charity. Thomas Gibbins's charity. Charities of Mary Pearce and Thomas Pearce. Charities of William Orchard, John Smyth, John Smyth, and Richard Stratford. The Rev. William Purnell's charities. Parish of Slimbridge: William Smith's charity. Catherine Worlock's charity. Parish of Stinchcombe: Matthew Tyndall's charity. Thomas Pinfold's charity. Henry Stubbs's gift. Parish of Uley: Parsloe's charity. Captain Pegler's charity. Hillings's charity. Tethers's charity. Richard Hopkins's charity. Catherine Warlock's charity. Henry Stubbs's charity. Parish of Wotton-under-Edge: The Free Grammar school. The hospital founded by Hugh Perry. Thomas Dawes's hospital. Charities composing a Consolidated Fund under the management of the General Hospital trustees. The Blue Coat School. Church Lands. Robert Webb's charity. William Bayley's charity. Richard Meades's charity. Robert Purnell's charity. Charities of the Earl of Leicester and Countess of Warwick. Gift to the organist.	HUNDRED OF GRUMBALD ASH. Parish of Dirham: The Rev. William Langton's charity. The Rev. Peter Grand's charity. Parish of Chipping Sodbury: Town and Church Lands. Martha White's charity. Charities of Peter Hardwicke, Samuel Hardwicke, and the Reverend Thomas Shellard. Richard Blake's charity. Samuel Hardwicke's charity. Daniel Woodward's charity. Charities of George Hardwicke and Wm. Harvey. Thomas Brookes's charity. Sarah Hewett's charity. William Winstone's charity. Parish of Wickwar: Alexander Hosea's charity. Henry Cam's charity. Spirt's charity. Woolford's charity. Arthur Prout's charity. Edward Yates's charity. Elizabeth Hickes's charity. William Hobbs's charity. Elizabeth Hickes's charity. Mary Edwards's charity. Thomas Summers's charity. HUNDRED OF LANGLEY AND SWINESHEAD. Parish of Alveston: Henry King's charity. Henry King, jun. charity. Parish of Bitton, including the chapelries of Hanham and Oldland: Elizabeth Warne's charities. Charities of Edward Seede and Brice Seede. Arthur Farmer's charity. Rentcharge upon certain houses in Bristol. William Underhill's charity. The charities of — Seede, and Robert Kitchen. Richard Jones's charity. Sir Abraham Elton's charity. Parish of Deynton: John Langton's charity. The Rev. William Langton's charity. Atwells's and Still's charities. Samuel Packer's charity.
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Parish of Olveston : John Hancock's charity. Martha Baker's charity. John Mapson's charity. Edward Wade's charity. Gifts of George Moss, and an unknown Donor. Parish of Rockhampton : Mabel Mallet's charity. HUNDRED OF PUCKLECHURCH. Parish of Cold Ashton : William Whittington's charity. Parish of Pucklechurch : Henry Berrow's charity. Atwells's charity. Parish of Siston ; Thomas Trotman's charity. Charities of John Hathaway and James Gallop.	Parish of Westerleigh : Edward Hill's charity. Sir John Smyth's charity. Robert Nailor's charity. Daniel Deverell's charity. Parish of Wick and Abson : Christopher Cadle's charity. John Hathaway's charity. Henry Berrow's charity. Richard Haynes's gift. Beloved Wilkes's charity. HUNDRED OF THORNBURY. Parish of Iron Acton: Charities of John Brink- worth, Edward Brink- worth, William Payne, and Thomas Liston. Humphrey Brown's charity. Samuel Sloper's charity. John Mortimer's charity.	Parish of Thornbury : Charities vested in and un- der the management of the corporation. Charities of John Slim- bridge, John White, Catherine Rippe, John Hilpe, John Jones, Christiana Morse, and Cicely Harward. Sir John Stafford's hospital. The Free School. Atwells's free-school. Jane Russell's charity. William Stephens's charity. William Edwards's charity for coals. Kingsmill Grove's charity.
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COUNTY OF GLOUCESTER.

HUNDRED OF BERKELEY.

PARISH OF BERKELEY,

INCLUDING THE TITHINGS OF ALKINGTON, HAM, AND HINTON.

JOHN ATWOOD'S CHARITY.

Berkeley, &c.
—
John Atwood's
Charity.

On the Benefaction Table in the parish-church of Berkeley the following gifts are stated :

Mr. *John Atwood*, of Berkeley, in 1626, gave a meadow called Longbridge, to the poor of the borough of Berkeley, of the yearly value of 10*l.* 10*s.*

The land called Longbridge is well known, being a piece of meadow, consisting of seven acres. This land was exchanged about 20 years ago with the late Earl of Berkeley, for three pieces of pasture-land, lying in the tithing of Ham, containing about 17 acres.

The land last mentioned is not equal in quality to the meadow called Longbridge, but it is considered a beneficial exchange for the parish.

The meadow called Longbridge produced about 20 years ago, when in the hands of the parish, 10*l.* 10*s.* per annum. The lands taken in exchange from Lord Berkeley are now let, together with three acres of pasture given to the parish by the will of Thomas Machin next mentioned, at the rent of 40*l.* per annum.

The churchwardens and overseers receive the rent and apply the same in aid of the parish rates.

THOMAS MACHIN'S CHARITY.

Thomas Machin's
Charity.

“Mr. *Thomas Machin* of this parish, in 1630, gave a ground lying near a meadow called Parham, to the poor of this town, of the yearly value of 3*l.* 10*s.*”

The above piece of ground so given by Thomas Machin, containing about three acres, and lying intermixed with the land received in exchange from the late Earl of Berkeley, as stated in the above Report of Atwood's Charity, is let together therewith at the rent of 40*l.* per annum as before stated.

JOHN MALLET'S CHARITY.

John Mallet's
Charity.

“Mr. *John Mallet* of this parish in 1669, gave a ground lying near Prior's Wood, three fifth parts to the poor of the tithing of Ham, and two fifth parts to the poor of this town, of the yearly value of 8*l.* 10*s.*”

The

The ground stated to be so given as aforesaid is generally known in the parish. It is a piece of pasture-land containing about seven acres, and in the year 1803 was let by auction for 15*l.* 5*s.* a year, to a farmer, who held it at that rent for many years. In the year 1822 it was again let to another farmer at the rent of 12*l.* a year, and is now let to Colonel Berkeley for about 14*l.* per annum, which is considered a fair rent, the quality of the land considered.

The whole of this rent is distributed in bread to the poor of the tithing of Ham, and town of Berkeley, observing the proportions between those parishes according to the Benefaction Table.

UNKNOWN DONOR.

The following statement also appears on the Benefaction Table before mentioned :

“ The Bridewell House of Berkeley, and a house called the Town House, were given by an unknown benefactor to the poor of this town, and have been enjoyed by them time immemorial, of the yearly value of 7*l.* 10*s.*”

“ The tithing-barn of Ham is charged with a payment to the poor of this town of 7*s.*”

The Bridewell House is an old building standing near the centre of the town, which was formerly used as a prison. It was afterwards let by the parish-officers as a dwelling-house, but for several years past has been occupied entirely by the paupers belonging to the parish.

The house called the Town House is a small cottage at the end of a street, called Salter-street, which is now also occupied by two paupers.

The rectorial tithes are said to be the property of the dean and chapter of the Cathedral of Bristol, and held of them by Dr. Heberden, under a renewable lease.

The old parish-books record the receipts of the rent of 7*s.* so expressed to have been charged upon the tithing-barn of Ham ; but there has been no payment made of it in the memory of any person living.

THOMAS BAILEY’S CHARITY.

“ Mr. *Thomas Bailey*, of this parish, charged a ground called Stunnings, lying in Holmer, with a payment to the poor of this town, yearly, of 15*s.* and to the poor of the tithing of Hinton, yearly, 15*s.*

The ground called Stunnings is well known in the parish, and the proprietor of it pays for 30*s.* worth of bread yearly, which is delivered to the church-wardens, who distribute the same in moieties between the poor of the town of Berkeley, and the poor of the tithing of Hinton.

CHARITIES OF SAMUEL THURNER, JOHN SMITH, AND THE COUNTESS OF BERKELEY.

On another Benefaction Table in the same parish-church is the following statement :

“ *Samuel Thurner*, M. B. of Magdalen Hall, Oxon, in 1696, gave lands, lying part in the parish of Thornbury, and part in the parish of Rockhampton, for the teaching 26 boys of this town to read and write, &c. of the yearly value of 16*l.* 5*s.*”

By a copy of the Will of Samuel Thurner, dated 5th October 1696, it appears that the testator gave to the town and borough of Berkeley five grounds, called respectively the Moor, the Furlong, the Little Field Leaze, the Squire, or Square Leaze, and the Great Field Leaze, all situate in the parish of Rockhampton, and directed that the writings relating to the above five grounds should be kept in the possession of the mayor and four senior aldermen of the said town and borough. And he further gave to the same devisees two other grounds situate in Oldbury-upon-Severn, in the parish of Thornbury, one called Castle Haye, and the other the Little Spar Pool, and directed that the rents should be applied in the same manner as the rent of the before-mentioned five grounds, viz. that the rents of all these premises should be employed in maintaining at school so many poor children of the said town and borough of Berkeley as that the schoolmaster should have 10*s.* by the year for each child ; and he directed that the children should be taught there until they could read their Bible perfectly, and say without book Mr. Perkins’s Catechism,

Berkeley.

John Mallet’s
Charity,
continued.

Unknown Donor.

Thomas Bailey’s
Charity.

Charities of
Samuel Thurner,
John Smith, and
the Countess of
Berkeley.

Berkeley.

Charities of
Samuel Thurner,
John Smith, and
the Countess of
Berkeley,
continued.

called the Six Principles of the Christian Religion; and that the boys should there continue until they could cast accounts, and be made fit to be put out apprentices, and that those who were capable should be continued till they were fit for the University, when they were to be dismissed, and new ones elected in their places; and he desired that the mayor and aldermen of Berkeley should elect a master as often as vacancies should happen out of Magdalen Hall, in the University of Oxford, if there should be any at the time capable and willing to accept of the situation, if not, the mayor and aldermen were to choose whom they pleased, provided that he should have taken at least the degree of bachelor of arts in one of the universities of this nation.

The property so left by Thurner's Will has been preserved, and is now let and managed by the mayor and aldermen of Berkeley aforesaid. The lands which lie in the parish of Rockhampton consist of 15A. 0R. 28P., and the piece of land which lies in Oldbury-on-Severn consists of 7A. 3R. 6P.

The lands both in Rockhampton and Oldbury are let respectively to yearly tenants, producing, together, the rent of 38*l.* per annum, which is considered their fair value.

On the same table it is also stated, that *John Smith*, A.M. of Magdalen College, Oxon, in 1717, gave a sum of money, which with 40*l.* given by the Countess of Berkeley, was laid out in lands in the parish of Berkeley, for the teaching 12 boys, three of the said town, and three of each tithing of the parish.

The lands purchased with the legacies of John Smith and the Countess of Berkeley lie in the parish of Berkeley, and consist of 10A. 2R. 7P. They are also let to a yearly tenant for 17*l.* per annum. This land is not reckoned to be of the best of quality, and the rent is considered adequate to its value.

The rents of the above-mentioned premises are paid to the master of the school by the corporation, who have considered that the teaching of 29 boys of the town, and three of each of the three tithings, making together 38 boys, was as much as could be expected from the master, and the school is accordingly limited to that number; the master is also allowed to take private scholars towards his better support.

The boys are instructed in reading, writing, and accounts, as also in the English grammar, and they are taught the catechism of the church of England, instead of Perkins's catechism.

It has been found impossible to procure a resident master for the school qualified as described in the will, or capable of preparing boys for the university for so small a remuneration as is assigned by the testator.

The practice has usually been for the mayor and aldermen of Berkeley to appoint some graduate of the university as a nominal master, who appoints a deputy, qualified to give the instruction prescribed by the will as above set forth, but nothing further.

THOMAS HOPTON'S CHARITY.

Hopton's Charity.

Third Benefaction Table.—"Thomas Hopton, esq. in 1718, charged an estate lying in the parish of Littleton-upon-Severn in this county with the yearly payment of 30*s.* to the minister of Berkeley and his successors for preaching two sermons, one on Good Friday, and the other on the 5th of November yearly, and with 50*s.* yearly to the poor of this town, and the three tithings, in bread on the two aforesaid days: 4*l.*"

The proprietor of the estate charged by the said Thomas Hopton pays the 30*s.* a year to the clergyman of Berkeley for preaching the sermons as directed by the said testator, and also 50*s.* yearly to the churchwardens of the said town and tithings, who distribute the same to the poor of the town and tithings in bread, according to the donor's directions.

BRIDGET VICK'S CHARITY.

Bridget Vick's
Charity.

Same Benefaction Table.—"Mrs. Bridget Vick, of Berkeley, in 1724, gave a ground called the Tynning, lying in the tithing of Hinton, the profits thereof to be given in bread to the poor of the town, and three tithings, on the 23d December, of the yearly value of 4*l.* 5*s.*"

The ground mentioned in the above table is a piece of pasture-land in the tithing of Hinton, containing about 3½ acres, which has been let by the parish-officers for many years to a yearly tenant, at the rent of 6*l.* per annum. This rent is received by the churchwardens, and distributed by them in bread among the poor of the town and the three tithings equally, about Christmas yearly.

THOMAS PEARCE'S CHARITY.

Same Benefaction Table.—"Mr. *Thomas Pearce*, of Wick in this parish, in 1728, charged an estate lying in Wick aforesaid with the payment of 12s. every Christmas-day, to six poor men of the tithing of Alkington, who should regularly attend the church and sacrament."

Berkeley

Thomas Pearce's
Charity.

The estate charged is a farm situate as above described, and well known in the parish. The rentcharge of 12s. has been regularly paid by the owners of the estate to the churchwardens, and distributed by them among six poor men of the tithing of Alkington aforesaid, except that it does not appear that the condition respecting the persons going to church and receiving the sacrament has been observed, but this condition we have been assured will be attended to in future.

ELIZABETH BEAVEN'S CHARITY.

James Beaven, of Berkeley, by his Will, dated 31st December 1734, after reciting that his sister *Elizabeth Beaven* had by her last Will, dated 17th September 1728, bequeathed out of the money which she had given to the five children of one Robert Smith, as therein mentioned, 60*l.* to purchase lands, the rent thereof to be paid to the minister of the parish of Berkeley, for reading prayers at Berkeley church weekly, and had given 60*l.* more out of the interest of the said legacies as therein mentioned, to purchase land, and directed that 15*s.* per annum, out of the rent thereof, should be paid yearly for ever to the poor of the town of Berkeley, who were not on the parish-books; 15*s.* other part, to the tithing of Ham; 15*s.* to Alkington tithing, and 15*s.* to Hamfallow tithing, all which sums the testatrix directed should be given on Christmas-eve, yearly, in bread, and had made him the said James Beaven, and his late brother Charles Beaven, residuary legatees and joint executors of her estate; he, the said James Beaven, did thereby give, in satisfaction of the said two several sums of 60*l.* given by the said Elizabeth Beaven, in case the same should not be paid in his life, to the minister who should read prayers at Berkeley church weekly, and to his successors, an annuity of 3*l.* clear of all taxes and deductions whatsoever, to be payable out of his two closes of pasture-ground in the parish of Berkeley aforesaid, called the Actrees, with power of distress for compelling payment thereof; and he also gave to the overseers of the poor of the said town of Berkeley and their successors a like annuity of 15*s.*; and to the overseers of the tithings of Ham, Alkington, and Hamfallow respectively, a like annuity of 15*s.* each; and he directed that such several annuities should be laid out by the several overseers of the poor aforesaid, in bread, to be distributed on Christmas-eve, yearly, to such poor persons of the said town and tithings respectively as should not receive any monthly relief of the said town and tithings, as the said respective overseers should think fit.

Elizabeth Beaven's
Charity.

These two closes of land, consisting together of about seven acres, make part of an estate belonging to Mr. Henry Summers, on which his house stands.

The said annual sum of 3*l.*, left to the minister reading prayers as aforesaid, is paid by the owner of the land to the minister of the parish of Berkeley, who reads prayers in the parish-church on every Wednesday.

The several annuities of 15*s.* each, amounting to 3*l.* per annum, given for bread, are not paid to the overseers of the tithings respectively, but are laid out in bread by the proprietor of the land charged, who directs his baker to send in 3*l.* worth of bread to the parish-church on the 23d of December yearly, which is delivered to the overseers of the respective tithings, who distribute the same among their own poor respectively. The distribution has not been confined to persons not receiving parish-relief, but is made among the poor generally.

RICHARD TYLER'S CHARITY.

By Indenture, bearing date 10th March 1749, enrolled in Chancery, and made between *Richard Tyler*, of the city of Bristol, of the one part, and John Tyler, only son and heir of the said Richard Tyler, John Jenkins, Stephen Jenner, clerk, vicar of the parish of Berkeley, in the county of Gloucester, George Weston, Webb Weston, and Robert Marklove, of the other part. It is witnessed, that the said Richard Tyler, for the consideration therein mentioned, conveyed unto the said parties of the second part, their heirs and

Richard Tyler's
Charity.

Berkeley.

Richard Tyler's
Charity,
continued.

assigns for ever, a messuage or tenement, situate at a place called Riddleford, within the tithing of Hinton, in the parish of Berkeley aforesaid, with the out-houses, and the court, garden, orchard, and appurtenances thereto belonging; a close of pasture-ground thereto adjoining, called the Croft, containing by estimation four acres; a close of pasture-ground adjoining to a lane called Old Smith's Lane, containing by estimation three acres; a close of pasture-ground called Cartways, lying in Hinton aforesaid, containing by estimation three acres, an acre of meadow-ground lying in Egham Moor called the Lott Mead, in the tithing of Hinton aforesaid, and a close of pasture-ground called Craffridge, lying within the tithing of Hinton aforesaid, containing by estimation two acres, adjoining to Hinton Mead, to hold the same to and to the use of the said John Tyler and others, of the second part, their heirs and assigns, upon trust, to pay out of the rents and profits of the said premises 30*s.* yearly to the clerk and sexton of the parish of Berkeley aforesaid, equally between them, for their services therein directed, and to divide the remainder of the said rents and profits into 17 equal parts, and to pay five parts of such 17 parts to the minister of the parish of Berkeley aforesaid, and the remaining 12 parts thereof to the several ministers of the parishes of Slimbridge, Dursley, Wotton-under-Edge, Cromhall, Tortworth, and Thornbury, in the said county of Gloucester, respectively, to each of them two parts thereof for ever, in consideration that such ministers should yearly, beginning on the first Ash Wednesday after the date of the said Indenture, and from thenceforth, to be continued for ever, in the parish-church of Berkeley aforesaid, read Divine Service according to the liturgy of the church of England, and preach a sermon on every Wednesday morning in Lent, and also on the first Wednesday morning in all the succeeding months within the year (making in the whole 17 sermons); the said sermons in Lent to be so preached on the 14 subjects therein mentioned. And the deed further directed, that in case any one or more of the ministers before mentioned should refuse or neglect to perform his or their part in manner aforesaid, or in case there should be a vacancy in any of the said churches when the minister or ministers thereof ought to preach in the said rotation, that then it should be lawful for the ministers who should not refuse the same, or the major part of them, with the consent of the said Richard Tyler, John Tyler and John Jenkins, and their heirs, from time to time to appoint some other minister or ministers of some other parish or parishes near adjoining to the parish of Berkeley aforesaid, to preach and perform Divine Service in manner aforesaid, with a proviso, that on the deaths of the said John Tyler and John Jenkins, or either of them, or the heirs of either of them, the surviving trustees should convey the premises to the survivor of them and his heirs, and the heirs of him so dying, and the vicar of the parish of Berkeley aforesaid for the time being, and to such other trustees as should be appointed from time to time for that purpose, by the said John Tyler and John Jenkins, and their heirs, upon the trusts aforesaid.

The trust-estates are now vested, by virtue of an Indenture, dated 15th February 1817, in the Rev. Stiverd Plombley Jenkins, John Chatfield Tyler, Thomas Hickes, Daniel Marklove, the Rev. Caleb Carrington, Baptist William Hickes, and Henry Marklove, as the surviving feoffees.

On the said last-mentioned Indenture is indorsed a plan of the said estate, by which the said lands appear to have then consisted of 13*A.* 1*R.* 13*P.*, but since that time the Commissioners under an Act for making the Berkeley and Gloucester Canal have taken nearly one half of the said estate for the purposes of that undertaking, and paid the trustees a compensation for the same, which has been laid out in the purchase of 725*l.* 8*s.* 11*d.*, three per cent consolidated Bank annuities.

Before such appropriation under the Canal Act the trust-lands were let for 20*l.* a year, and since that time the residuc of the said lands has produced 11*l.* a year.

£.150 three per cent consols has also been purchased by the trustees with monies arising from the sale of timber, and the savings of income, and is now standing in their names, together with the said sum of 725*l.* 8*s.* 11*d.* stock, the dividends of which amount together to the annual sum of 26*l.* 1*s.* 2*d.* making, together with the rent of the trust-premises before mentioned, the sum of 37*l.* 1*s.* 2*d.*, the whole annual income of the charity.

This

This income, after payment of the sums given to the clerk and sexton, has been divided into 17 parts, 5 17th parts whereof have been paid to the vicar of Berkeley, and the remaining 12 17ths divided among the other ministers, directed by the deed, who preach the sermons so appointed by the donor, as therein mentioned.

Berkeley.

Richard Tyler's
Charity,
continued.

THE REV. JOHN ANDREWS'S CHARITY.

John Andrews, clerk, late vicar of Marden, in the county of Kent, by his Will, dated 15th May 1810, gave to Dr. Edward Jenner, of Berkeley, 600*l.*, upon trust, that he should give 400*l.* thereof to his poor relations wherever he found them, in such proportions as he thought it most likely to do good, but not all to one; and that the said Edward Jenner should secure the other 200*l.*, so as to have the interest of it for ever to give away every Christmas-day to four poor men or women of the town and borough of Berkeley who had no parochial relief, to be given away by Dr. Jenner as long as he should live, and after him by the mayor and churchwardens of the town and borough of Berkeley for the time being for ever.

The Rev. John
Andrews's Charity.

It appears that the assets of the testator John Andrews were insufficient to answer the whole of his legacies, and that an abatement upon the above legacy of 200*l.* became necessary, which reduced the same to 131*l.* 3*s.* This sum was received by Dr. Jenner, who is since dead, but has never been invested for the purposes of the charity.

Dr. Jenner in his life-time, and his executors since his decease, have regularly paid the interest to the mayor and churchwarden of the town of Berkeley, by whom the same has been distributed to four poor men or women of the said town and borough, according to the direction of the said will of the said John Andrews.

The Rev. William Davis, D. D. rector of Rockhampton, and perpetual curate of Stone, in Gloucestershire, who is the executor of the said Dr. Jenner, has undertaken to invest the above-mentioned sum of 131*l.* 3*s.* in the three per cent consolidated Bank annuities, in the names of Robert Fitzarding Jenner, esq., George Smith, Robert Pearce, and Timothy Teatman, aldermen of the borough of Berkeley, for them to receive and apply the dividends according to the directions of John Andrews.

RICHARD EVERITT'S CHARITY.

Upon the Fourth Benefaction Table in the parish-church is the following statement:

Richard Everitt's
Charity.

"Mr. *Richard Everitt*, of this parish, gave the interest of 10*l.* for ever, to be paid to poor housekeepers of the tithing of Ham."

No vestige exists of any receipt or payment on account of this charity, it is therefore considered as lost.

CHARITIES OF MARY HOST AND ——— BOWCHER.

Two gifts to this parish under the above names respectively are mentioned in the Returns under Gilbert's Act, but no trace can be found of either of them in the parish.

Charities of
Mary Host and
—— Bowcher.

HAMLET OF STONE.

HENRY PALMITER'S CHARITY.

There is no Will of *Henry Palmiter*, or copy or extract thereof, in the possession of the parish, but it appears from certain feoffments for conveying what are now called the Church Lands to new trustees from time to time, that "Henry Palmiter, theretofore of Stone aforesaid, and several other pious and well-disposed persons did in the reign of Queen Elizabeth, and at divers times before that time, by their last wills, and by feoffments, grant unto certain trustees therein named, divers messuages and lands in Stone and Woodford, in the parish of Berkeley, and Falfield in the parish of Thornbury, in the county of Gloucester, upon trust, that the said trustees and their heirs and assigns should from time to time for ever thereafter apply all or the greatest part of the rents and profits thereof in the repairs of the church or chapel of All Saints, in Stone aforesaid, save that out of the rents and profits of the lands given by the said Henry Palmiter the sum of 6*s.* was to be yearly paid, as often as occasion should require, for the repair of a tomb-stone then set up in memory of the said Henry Palmiter's wife and family in the chapel of Stone aforesaid, and that 4*s.*, other part thereof, should yearly, for ever, be applied for the better relief

Stone.

Henry Palmiter's
Charity.

Stone.

Henry Palmiter's
Charity,
continued.

and sustentation of the poorest and most needy sort of people which from time to time for ever should happen to be dwelling within the town, village, or hamlet of Stone aforesaid, and that the surplus of the rents and profits of the said lands should from time to time be applied towards the repair of the chapel aforesaid."

By the last Feoffment, dated 5th July 1811, under which John Hooper Bromedge, the Rev. Stiverd Jenkins, Thomas Foxwell, Thomas Bromedge, Joseph Bromedge, Weston Hickes, and Heathfield Weston Hiekes, are the existing trustees, the said messuages and lands above referred to are described as follows: a messuage or tenement adjoining to the chapel-yard of Stone aforesaid on the west part, and the highway there on the south part; an orchard, together with two gardens thereunto adjoining, containing together by estimation one acre and a quarter; a messuage or tenement, together with a stable and brewhouse thereto adjoining, and also a garden thereunto belonging, containing by estimation half an acre, adjoining to the chapel-yard of Stone aforesaid on the east part, and the highway on the south and west parts; two messuages in Stone aforesaid with a stable, garden, and orchard thereunto adjoining, containing in the whole by estimation one acre; a close of pasture-land called the Gaston Leaze, containing by admeasurement 3r. 23p.; a parcel of meadow-ground lying at the bottom or east end of the said Gaston Leaze, containing by admeasurement 1r. 16p.; a close of pasture-ground, called the Pitts, containing by admeasurement 2r. 38p.; a close of pasture-land, called the Picked Leaze, containing by admeasurement 2r. 20p.; two ridges of arable-land in a common field called Lobthorne, containing by admeasurement 28 perches; a parcel of pasture-land theretofore inclosed out of Lobthorne Field aforesaid, containing by estimation half an acre; a parcel of pasture-land, containing by estimation 20 perches, called also the Picked Leaze; a parcel of land in the Home Close, containing by estimation one quarter of an acre; two ridges of arable or pasture-land lying in a tynning theretofore inclosed out of the field formerly called Lay Field, and afterwards called Middle Mill Field, containing by estimation one quarter of an acre, all which premises were situate in Stone aforesaid; a close of pasture-ground, containing by estimation 1A. 2R., situate in Falfeld in the parish of Thornbury, theretofore inclosed out of Lay Field aforesaid called Denn Aere; and a close or piece of arable or pasture-ground called the Orchard, containing by admeasurement 3r. 21p. situate in Woodford in the said parish of Berkeley, near the turnpike-road there leading from Bristol to Gloucester, with the hereditaments and appurtenances thereto belonging.

There is no tomb of Henry Palmiter now to be found: the church having been repaired long since, it is supposed that the stone over the place of Palmiter's interment was then removed. The 6s. therefore, appropriated by the donor to the repairs of his tomb, have been applied, with the other rents and profits of the said premises, in the repairs of the church.

The trustees have the management and disposition of the lands, which lie very dispersedly, and intermixed with other properties, and are let to a variety of tenants from year to year, at rents amounting together to 20*l.* 8*s.* per annum, or thereabouts.

THOMAS DUDBRIDGE'S CHARITY.

Thomas Dud-
bridge's Charity.

Thomas Dudbridge, of Upper Stone, by his Will, dated 6th June 1681, gave the sum of 50*l.* to be laid out in the purchase of lands, and directed that the interest of 10*l.* part thereof should be applied in buying clothes for the poor of Upper Stone, who should not receive alms of the parish, and in repairing his tomb-stone when in decay, and that the interest of 40*l.* (residue thereof) should be for the benefit of the minister or curate that should serve the chapel of Stone, to amend his salary.

By indenture, bearing date 5th July 1811, made between John Hooper Bromedge, of Lower Stone in the parish of Berkeley, in the county of Gloucester, therein described as the only surviving feoffee of the premises therein-after mentioned, of the one part, and the Rev. Stiverd Jenkins, Thomas Foxwell, Thomas Bromedge, Joseph Bromedge, Weston Hickes, and Heathfield Weston Hickes, of the other part, reciting the will of the said testator, and that Elizabeth Thompson, the executrix thereof, did soon after the death of the said testator pay to Robert White and others the said sum of 50*l.*, for the purposes in the said will mentioned; and that they had laid out the same in

the purchase of a close of pasture-ground, called the Tying, containing by estimation five acres, then lately inclosed out of a common field, called Lobthorne, late in the tenure of one Nicholas Hickes, which by indentures of lease and release, dated 12th and 13th January 1703, were conveyed by one Urian Wise, of Stone aforesaid, to the said Robert White, John Morse, John Cole and Thomas Morse, in consideration of the said sum of 50*l.*, and that the legal estate in the said premises had become vested in the said John Hooper Bromedge, as the only surviving feoffee thereof; it is witnessed, that he the said John Hooper Bromedge, for the nominal consideration therein mentioned, granted, released, and conveyed the aforesaid premises to the said parties of the second part, and their heirs, upon the trusts mentioned in the said will of the said Thomas Dudbridge, with a proviso that when the feoffees should be reduced to the number of two, or one, that such survivors or survivor, or the heirs and assigns of the last survivor, should convey the said premises unto six or more fit persons, and their heirs, upon the trusts aforesaid.

All the trustees named in the said recited deeds are living; the close is let to a tenant from year to year, at the rent of 8*l.* per annum.

The trustees apply one fifth of the rents for the benefit of the poor, and the remaining four fifths they pay to the minister of the chapel.

The above-mentioned one-fifth has been given away to poor women attending Divine Service on a Sunday, but it is purposed in future to adhere more closely to the terms of the charity, by buying coats and other garments occasionally, and distributing them among poor persons who do not receive parish-relief.

WILLIAM MORSE'S CHARITY.

William Morse, late of Stone, in the parish of Berkeley, by his Will, dated November 2d, 1726, *inter alia*, gave unto Francis Jay, John Morse, John Cole, and Thomas Jenkins, the sum of 300*l.*, upon trust, to lay out the same in the purchase of some freehold lands, and until such purchase could be made to place the said sum out at interest, and that they should for ever apply the rents and profits of the said lands when so purchased, and the interest of the said 300*l.* till such purchase could be made, to the uses following, viz. 10*l.* thereof, yearly, towards the maintenance and support of the minister who should reside in the village of Stone, and perform the office of minister there according to the usage of the Church of England, and the remainder thereof, were it more or less, should be applied by his trustees and the minister of Stone for the time being towards the relief of the poor and necessitous labouring people of and in the said village of Stone and Lower Stone, according to the discretion of his said trustees, upon Christmas-day, yearly, at the chapel of Stone aforesaid; and the said testator did earnestly recommend it to the minister of Stone aforesaid to teach the poor children there to read, gratis; and he directed that when two of his trustees should be dead, the two survivors, with the concurrence of the minister for the time being, should elect two other fit persons living at Stone, or that had estates there, to be trustees in their room, and desired his said trustees to use their utmost endeavours to obtain a part of Queen Anne's bounty for the augmentation of the maintenance of the poor clergy, to be added to his said bequest for the benefit of the minister of Stone as aforesaid.

It appears by an old paper writing in the possession of the feoffees of this charity, dated 8th October 1734, that the said trustees laid out the said sum of 300*l.* so derived under the will of William Morse, together with a further sum of 100*l.* in the purchase of an estate in the parish of Berkeley, which said last-mentioned sum of 100*l.* they had been obliged to borrow, and which at that time remained a debt upon the said estate. It also appears that after payment of the interest of the said debt of 100*l.* the surplus rents of the estate had not produced more than the said annuity of 10*l.* given to the minister, by reason whereof the poor had not received any thing; the said writing then states that the three persons whose names were subscribed thereto being Francis Jay, John Hooper Morse, and John Jenkins, three of the trustees in the said will named, had, in order to carry the charitable intention of the testator towards the poor aforesaid into effect, voluntarily subscribed the several sums added to their respective names, making in the whole 40*l.* which was to be applied towards the payment of the said 100*l.*

Stone.

Thomas Dud-
bridge's Charity,
continued.

William Morse's
Charity.

Stone.

William Morse's
Charity,
continued.

By Indenture of Feoffment to new trustees, dated 20th November 1805, made between the Rev. Stiverd Jenkins therein described, of the first part, the Rev. William Davies, clerk, curate or minister of Stone, of the second part, and John Heathfield Hickes, John Hooper Bromedge, and Robert Cole, all of the parish of Berkeley, of the third part, reciting the said will as above set forth; and that the said trustees had in pursuance thereof, by Indentures of Lease and Release, bearing date on or about the month of December 1728, purchased a messuage or tenement and several closes of land, with the hereditaments thereto belonging, situate at Histfield in the parish of Berkeley; and further reciting that the legal estate in the said premises had become vested in the said Stiverd Jenkins; it is witnessed, that he the said Stiverd Jenkins, with the consent of the said William Davies, released and confirmed unto the said John Heathfield Hickes, John Hooper Bromedge, and Robert Cole, and their heirs, all that messuage or dwelling-house wherein one John Hulbert did then dwell, and the outhouses, garden and orchard thereunto belonging, containing together by admeasurement 33 perches; and a close of pasture ground to the said messuage and orchard adjoining, called Little Simkin, containing by admeasurement 2A. 3R. 32P.; also a close of pasture-ground adjoining to the above-mentioned close, and called Great Simkin, containing by admeasurement 5A. 3R. 28P.; a close of pasture-ground adjoining to the lower part of the said close called Great Simkin, and called the Patch, containing by admeasurement 3R. 10P.; a close of pasture-ground called Hainett's, likewise adjoining to the said close called Great Simkin, containing by admeasurement 9A. 2R. 10P.; a close of pasture-ground called the Grove, adjoining to the said close called Hainett's, containing by admeasurement 4A. 2R. 22P., and a close of pasture-ground called the Three Acres, adjoining to the said close called the Grove, on or near the north part, and containing by admeasurement 3A. 3R. 11P., all which said premises were situate at Histfield within the parish of Berkeley aforesaid, to hold the same to and to the use of the said John Heathfield Hickes, John Hooper Bromedge, Robert Cole, and Stiverd Jenkins, their heirs and assigns for ever, upon the trusts of the said will of the said William Morse.

It appears that the 100*l.* above mentioned to have been borrowed was paid off, as is supposed, by an accession of further contributions to the sums already stated to have been subscribed for that purpose.

The above-mentioned premises now consist altogether of a small house and stable with 27 acres of pasture-land, situate at Histfield in the tithing of Ham, in the parish of Berkeley, and are let to Reuben Wilkes, as yearly tenant, at a rent of 50*l.* clear of all taxes.

The clergyman of the parish has regularly received his 10*l.* at Christmas, and the surplus-rents have been distributed by the trustees among poor labourers and widows not receiving parochial relief.

There are only two feoffees now surviving, viz. the Rev. Stiverd Jenkins and John Hooper Bromedge.

PARISH OF CAM.

CHRISTOPHER WOODWARD'S CHARITY.

Cam.

Christopher Woodward's Charity.

Church Table.—"Mr. Christopher Woodward, of the city of Bristol, left by his Will 20*s.* to be paid yearly to the parish of Cam, one half for a sermon on New Year's-day, and the other to the poor. He died in 1664."

The above annuity appears to have been charged on land in the possession of Lord de Clifford, from whose steward or agent the annual sum of 16*s.* is received, 4*s.* being kept back for land-tax, half of which has been paid to the clergyman for his sermon on New Year's-day, and the other half distributed in bread, with other similar charities about that time.

THROGMORTON TROTMAN'S CHARITY.

Throgmorton Trotman's Charity.

Church Table.—"Mr. Throgmorton Trotman devised by his Will to the poor of the parish of Cam, for ever, the sum of 30*l.* to be paid yearly by the company of Haberdashers in London. He died in the year 1664."

The particulars of this donation have been set forth in our account of the charities vested in the Haberdashers Company. (See 10th Report, p. 221.)

The

The 30*l.* is annually received through the bankers of Dursley by the minister and churchwardens, and distributed among the second poor of the parish, an account being kept of a list of the names of the persons relieved under it.

FRANCES HOPTON'S CHARITY.

Mrs. *Frances Hopton*, of Cam, by her last Will, dated 11th March 1730, gave to Richard Hopton and others therein mentioned, among whom the minister of Cam was included, her estate and lands situate in the parish of Cam, called Draycott Farm, to hold to them her said trustees, and to the minister of Cam for the time being, for ever, and with the rents and profits thereof to build in the said parish a good and substantial school-room, with apartments adjoining thereto, sufficient for a master and mistress to instruct 10 poor boys and 10 poor girls; the master to teach the boys reading, writing and casting accounts; and the mistress to instruct the girls in reading, knitting and sewing; both boys and girls to be educated and trained up according to the liturgy of the Church of England; the master and mistress to be of that religion, and to be in no respect dissenting from it; to live in the house rent-free, and to be chosen by her trustees, or the majority of them, from time to time for ever; the salary to the master to be 9*l.* yearly, and to the mistress 5*l.* yearly; the children to be of parents living in the parish of Cam, and appointed by the trustees, or the majority of them, and to be taught in the school to the age of 14.

The residue of the rents and profits of the estate were directed to be laid out in buying clothes of all sorts for the children of the school, in such manner as the trustees should think proper.

The estate called Draycott is a grazing-farm situate in the parish of Cam, consisting of about 53 acres. The only surviving trustee is the Rev. W. Fryer, vicar of the parish, who as such has the whole management of the estate; the mode of letting has been from year to year to a single tenant; till about the close of the last century the rent for many years had been 52*l.* a year, but about a year or two before the present vicar succeeded to the living it was let by auction for 100*l.*, at which rent it stood till within about five or six years ago, when it was found necessary to reduce it to 90*l.*: The rent has been regularly paid

The sum of 2,450 <i>l.</i> has been purchased with the savings of income in the consols, which stock now stands in the name of the Rev. W. Fryer, producing an interest of	£.	90	-	-
		73	10	-
The total income is now therefore	£.	163	10	-

There is a balance of about 200*l.* in the hands of Ladbroke & Co. bankers, London, standing to the account of Mr. Fryer, and also about 56*l.* including interest, in the Savings Bank at Dursley.

The salary to the master and mistress is, per annum	£.	s.	d.
The master is deputed to find clothes for the boys (except shoes and stockings) of which he sends an annual account to Mr. Fryer the vicar, every quarter.	14	-	-
His last account for the year, including his salary, was 37 <i>l.</i> 17 <i>s.</i> 4 <i>d.</i> which is nearly about the average amount	23	17	4
The shoes and stockings are furnished by shopkeepers in the town, the shoes for boys and girls cost 8 <i>l.</i> 8 <i>s.</i> per annum	8	8	
The clothes for the girls, with the linen for both the boys and girls, comes to about 12 guineas	12	12	-
The repairs may be taken at an average of	15	-	
Making a total average expenditure of	£.	73	17 4

Whatever balance remains after this expenditure is transmitted to the bankers in London, and when accumulated to a certain amount an order is sent by the treasurer for an investment to be made in the three per cent consols.

The balances have been very large, as the present vicar has felt himself restricted by the terms of the donation from applying the surplus so accumulated in extending the establishment. It appeared to us that the disposition of so large a surplus formed a proper case to be submitted to the Court of

Cam.
 Throgmorton
 Trotman's Charity,
 continued.
 Frances Hopton's
 Charity.

Cam.

Frances Hopton's
Charity,
continued.

Chancery for its directions; and at the same time for the appointment of new trustees.

The several objects of instruction marked out by the will are adhered to in the conduct of the school.

The accounts at the time of our examination were not in a liquidated state, but Mr. Fryer undertook to make them up with accuracy from materials in his possession, and lay them before the churchwardens in vestry.

MARGARET TROTMAN'S CHARITY.

Margaret
Trotman's Charity.

Margaret Trotman, by her Will, dated 5th April 1745, reciting that by a settlement therein referred to a rentcharge of 10*l.* had been made payable yearly, for ever, out of her capital messuage in Cam, and other the lands therein mentioned, to be applied from time to time towards finding a dame to teach children to read, sew, or work, and in providing childrens books or clothes in the parish of Cam aforesaid, or other charitable uses, in such manner as her sister therein named, and herself, or the survivor of them, should direct; she did thereby order and direct that the said annuity should not be applied towards finding a dame, or childrens books or clothes as aforesaid, but that 6*l.* thereof should on St. Thomas's-day be given to six poor widows living in the said parish and receiving no alms of the same, to each 20*s.*, and that the remaining 4*l.* should be laid out in bread and distributed among the poor of the same parish yearly, on the same day for ever. And she further ordered, that the owner of her said capital messuage wherein she then lived should from time to time guide and direct those charities for ever in the manner they were then settled, and point out and recommend the proper objects of them.

This rentcharge has been regularly paid and distributed by the owner of the capital messuage mentioned in the will, in the following manner: 6*l.* to six poor widows of the parish, selected by such owner; and the residue in small loaves of bread to the second poor of the parish.

RICHARD HICKS'S CHARITY.

Richard Hicks's
Charity.

Richard Hicks, late of Cam, by his Will, dated 2d March, 1710, gave the sum of 120*l.* to his trustees therein mentioned, to lay out the same in the purchase of lands, and to dispose of the rents and profits thereof amongst such poor people of the parish of Cam not receiving parish alms, as they and the survivors of them should think most to need the same.

It appears that the 120*l.* was kept for a considerable time in the hands of Daniel Fowler, one of the trustees under the above will, who appropriated a certain part of the interest to the charitable objects mentioned by the said testator, and accumulated the residue, till at the time of his death there was in his hands the sum of 200*l.* arising from the above source; and that he, by his will, dated 3 July 1740, bequeathed the sum of 200*l.*, and directed the same to be laid out in the purchase of land in fulfilment of the charitable trusts as directed by the will of his uncle Richard Hicks.

By an Indenture, dated 28th September 1750, reciting the above-mentioned testamentary disposition, it is witnessed, that in consideration of 200*l.* therein expressed to be paid to Robert Lloyd, he the said Robert Lloyd did thereby convey to John Phillimore, and the several other persons therein mentioned of the second part, two closes of pasture-ground called Shortlands and Butlands, with the appurtenances, to hold to and to the use of them and their heirs, in trust, charitably to dispose of the clear rents and profits of the same premises unto and amongst such poor people of the parish of Cam aforesaid not receiving alms, as they the said trustees should think most to need the same, pursuant to the said respective wills.

The above-mentioned trust-premises have been carried down to new trustees successively appointed; the last feoffment being dated 28th February 1824, under which deed the present surviving trustees are Thomas Morse, Edward Wright, William Long, the Rev. Thomas Griffith, and Samuel Pearce.

The closes called Shortlands and Butlands are now in the possession of the feoffees. They are two pieces of pasture in the tithing of Ham, in the parish of Berkeley, consisting together of 14 acres. Both pieces are now let to one tenant from year to year at the rent of 28*l.*

Mr. Morse, one of the trustees, who acts as treasurer, produced a book of accounts, with a list of the persons receiving the benefaction.

SAMUEL PHILLIMORE'S CHARITY.

Samuel Phillimore, late of Dursley, esquire, gave, by his will, dated 30th March 1798, to Thomas P. Purnell and others, his trustees therein named, 150*l.* upon trust, to invest the same in the purchase of lands in some or one of the parishes of Dursley or Cam, or Frampton-upon-Severn, or some other place as near thereto as might be, and to pay one third part of the rents to the minister and churchwardens of Dursley, another third part thereof to the minister and churchwardens of Cam, and the remaining third to the minister and churchwardens of Frampton-upon-Severn, to be distributed in bread in each respective parish on Easter Sunday, at their respective church-doors, after Divine Service, amongst such poor persons parishioners of each parish receiving alms or not, and in such proportions as such minister and churchwardens should think the most proper objects of charity; and in the mean time, until such purchase, the trustees were authorized to lend and place out the said sum, or any part thereof, at interest upon land, or in the public funds, and to change the securities from time to time.

Cam.
Samuel Phillimore's
Charity.

The sum so bequeathed, less by the legacy-tax, was invested in the purchase of navy five per cent stock, since reduced to four per cent by Act of Parliament, in which stock it now remains in the names of the trustees under the will, one of whom transmits to each parish its share of the dividends, being 2*l.* 6*s.* 1½*d.*

The charity-money thus coming to this parish is laid out in bread in the Easter week, and given to the poor selected by the minister and churchwardens.

JOHN CARTER'S CHARITY.

Church Table.—"John Carter gave by his Will, dated 23d April 1800, to the trustees therein named, together with the vicar of the parish for the time being, the sum of 100*l.* upon trust, to place the same out on good security, the interest to be laid out in bread, to be distributed at the following times in each year; viz. in the week next after Christmas, and in the week next after Lady-day."

John Carter's
Charity.

This 100*l.* was also laid out in the purchase of 100*l.* navy five per cents, which has been reduced to new fours, now standing in the names of the trustees mentioned in the will, and the interest, being 4*l.* 16*s.* 2*d.* is laid out in bread, and distributed among the poor at the times mentioned in the will.

CHURCH LANDS.

There are certain lands called Church Lands, which have been in possession of the parish immemorially; the net rent arising from which property is considered as applicable to the repairs of the church, and other objects of ecclesiastical expenditure.

Church Lands.

About 40 or 50 years ago the poor-house had been erected upon part of these lands, whereby a debt was incurred, which was unliquidated in 1802, when it was judged by the parish to be for its advantage to let the residue of the church lands upon a lease for three lives, for a premium of 102*l.* and two small chief-rents of 1*s.* each, upon distinct parts of the property.

This sum was applied with other parish-monies towards payment of the above-mentioned debt. Two lives are still existing. The chief-rent has been in arrear 24 years, but it is intended to be immediately applied for.

NATHANIEL HICKS'S CHARITY.

Nathaniel Hicks, by his Will, dated 18th September 1724, devised the house wherein he then dwelt, with the orchard and homestead, and all lands, meadows and pastures thereto belonging, lying in the parish of Cam; and also the lands he bought of Edward Trye, called the Great Moores and Ashcroft, the Little Moores, the Great Tynning called the Seven Acres, and the Three Acres at the top of Teatshill, (late Mr. Hill's,) the half acre of land bought of Thomas Pope; all the arable-land he purchased of John Nelmes, or of Mrs. Ann Hicks, or of either of them, lying in the several fields of Cam and Stinchcombe; all the arable-land he bought of Mr. Danvers, lying in the Woodfield in Crapon, and in the Lower Field, being 34 acres; all the pasture-land he bought of Mr. Trotman, by mistake called Tootman, and of Mr. Danvers, lying in

Nathaniel Hicks's
Charity.

Cam.
 —
 Nathaniel Hicks's
 Charity,
continued.

the Quern Close ; all the arable land he bought of Mr. Slucock, lying in the Woodfield, the house, garden and orchard at the Quern, with two acres bought of Mr. Slucock lying at Teatshill, and in the inclosed land at Crapon Gate, bought of Thomas Pope and John Bendall ; to hold to his said wife for life : and after her decease he gave the same to his cousin Nathaniel Hicks, son of Daniel Hicks, then late of Cam aforesaid, for life, upon the provisos and limitations thereafter expressed, and afterwards to the heirs of the body of the said Nathaniel Hicks, with divers remainders over, subject to a proviso, whereby he expressly charged all the same lands and tenements in whose hands soever they should be, with the payment of 5*l.* yearly for ever, to be paid clear of all deductions by two equal payments at Lady-day and Michaelmas-day, unto Daniel Fowler the elder, and Joseph Twenlow, and to their heirs and assigns, to be applied for teaching children of the parish of Cam aforesaid, to read and write, to cast accounts, and to learn the Assembly of Divines Shorter Catechism.

Mr. Twenlow died many years ago, leaving Mr. Fowler, his co-trustee, him surviving, whose heir at law, by Indenture, dated 25th March 1755, assigned the said annuity of 5*l.* to certain trustees therein named, the survivor of whom, John Carter, by Indenture, dated 24th June 1797, assigned the same annuity to the Rev. John Thomas and 11 others, of whom seven are now living, and acting in obedience to the trust.

The said Nathaniel Hicks, by his said will, in addition to the said charge of 5*l.* upon the hereditaments before mentioned, charged the same with the payment of the sum of 40*s.* yearly for ever, to be paid clear of all deductions by two equal payments as before, to the same trustees and their heirs or assigns, to be applied for such pious uses as they, or any nominated by them, should appoint.

The said testator also gave and devised the 11½ acres of arable land in the Woodfield, which he had then lately bought of Mr. Slucock, and the inclosed land bought of Thomas Pope and John Bendall, lying at Crapon Gate, to certain of his relations therein named, but subject to a proviso therein contained, charging the said land with the payment of 20*s.* yearly for ever, to the aforesaid trustees, to be applied for such pious uses as they, or any nominated by them, should appoint.

And the same testator also gave and devised his close called Gralands, the Four Acres, Kinswell, the piece called the Nineteen Acres in Cam, and a quarter of an acre in Chairmead, in Slimbridge, also the half acre of pasture lying at Kingswell, unto certain of his relations therein named, but subject to a proviso therein contained, charging the said last-mentioned land with the payment of 20 *s.* yearly for ever to the aforesaid trustees, to be applied for such pious uses as they, or any nominated by them, should appoint.

By Indenture, dated 26th March 1739, the aforesaid trustees, in pursuance of the power given to them by the said will, transferred to certain other trustees therein named, their heirs and assigns, the said several annuities, upon trust, to pay the same to the minister of the Protestant dissenting meeting-house at Cam for the time being for ever, upon condition that he should teach the children in the said meeting-house every Lord's-day in the afternoon, between Lady-day and Michaelmas yearly, and expound to the congregation the shorter catechism of the Assembly of Divines who met at Westminster in or about the year 1642 or 1643, and should hear the children give an account of their having learnt it in the words of the catechism ; and in default thereof, then upon such further pious uses as the said trustees should appoint for the benefit of the said congregation, exclusive of the minister who should neglect or refuse to teach and expound the said catechism. In which indenture there is contained a proviso, that the said trustees should have power from time to time by deed to revoke or alter all or any of the said trusts, and by the same deed to appoint any other pious uses or trusts concerning the said annuities. These annuities have been by deed, dated 11th November 1817, assigned to new trustees, upon the trusts aforesaid, 13 of whom are now living.

The Rev. Thomas Griffith, the present minister, is now in the receipt of the aforesaid annuities.

PARISH OF COALEY.

WILLIAM WILKINS'S CHARITY.

By an Indenture, dated 20th January 1703, made between William Wilkins therein described, of the one part, and Richard Coopy, of Coaley, of the other part; It is witnessed, that the said William Wilkins, for the consideration therein mentioned, conveyed to the said Richard Coopy, his heirs and assigns, a cottage situate at Coaley aforesaid, then in the occupation of Margaret Wilkins, with the garden and orchard thereunto belonging; and in the same conveyance there is a covenant against incumbrances, with the following exception, "excepting one annuity or yearly rentcharge of 10s. heretofore granted out of the premises by the said Richard Wilkins, unto John Browning, of Coaley aforesaid, and his heirs, to the use and benefit of the poorest aged people of Coaley aforesaid, payable at the times therein mentioned, and to be distributed at Candlemas-day for ever."

Coaley.
—
William Wilkins's
Charity.

This rentcharge has been regularly paid, as far back as can be remembered by the proprietor of the cottage and land at Coaley aforesaid, to the trustees of certain charitable lands in the parish, which will be hereafter noticed, who have distributed the same among the poor and aged people of the parish.

CHARITY LANDS.

The earliest document extant respecting the lands alluded to in the last case is an Indenture of Release, bearing date 20th May 1722, whereby the hereditaments therein described as being a messuage situate at Coaley, with the workshops and garden thereunto adjoining; a close of pasture-land, known by the name of But Leaze, containing by estimation three fourths of an acre; a messuage in Coaley aforesaid, then divided into two tenements, with the garden and orchard thereunto adjoining; a close of pasture-ground lying at Mead Bridge in the said parish, containing by estimation one acre; a close of pasture-ground in the same parish called the Freeze, containing by estimation one acre; a close of pasture-ground in Slimbridge, lying between the church and walk there; one acre and a half of pasture-ground lying in Slimbridge aforesaid, having the brook next Witney Mead on the north-east side, and the road in Slimbridge Street, on the south-west side; an acre of pasture-ground known by the name of the Lamp Acre, formerly part of a field then called Medish Field, but then inclosed; and an acre of pasture-ground in Coaley aforesaid, there inclosed, together with the said Lamp Acre, and adjoining thereto, and called the Withey Bed, were conveyed to certain persons therein mentioned, upon the trusts following, viz. that after deducting necessary repairs, the trustees should pay the rents and profits thereof to the churchwardens of Coaley, to be laid out and applied by them from time to time in repairing the parish-church of Coaley aforesaid, and in the relief of such of the poor lame, blind, or impotent inhabitants of Coaley aforesaid not receiving alms, as by the said churchwardens should be thought requisite, and be deemed proper objects of such relief; and in the said indenture is contained a proviso, that when the number of trustees should be reduced to six, the surviving six, or the survivors or survivor of them, should appoint so many fit persons, inhabitants of or owners of land in Coaley, as to make the number of the trustees 12, and convey the lands accordingly.

Charity Lands.

These premises were afterwards conveyed by Indentures of 18th and 19th June 1798 to new feoffees, of whom there are four surviving.

The above trust-property has been all preserved, except certain parts of the Mead called Witney, consisting of two roods and one perch, which have been taken for the purposes of the Gloucester and Berkeley Canal, under an Act of Parliament, and an additional quantity of 13 perches, covered by their embankment. The compensation for all such portions of land so taken is estimated at 114*l.* 0*s.* 3*d.*, according to a valuation of Mr. James Croome, dated 17th May 1820, but which sum has not yet been paid to the feoffees.

The feoffees let the lands to different tenants from year to year, except Butt Leaze hereinafter mentioned, sometimes by auction, and sometimes by tender. The rents amount together generally to between 10*l.* and 11*l.* per annum, but they have varied with the times. The land called Butt Leaze, which consists of about three fourths of an acre, was on 1st January 1803 let to a Mr. John

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T t

Underwood,

Coaley.

Charity Lands,
continued.

Underwood, a blacksmith, for 99 years, on condition of his building a house and workshops upon it for a fine of 14*l.*, and a ground-rent of 1*l.* 2*s.*

For four or five years past these rents have not been appropriated, but left to accumulate as a fund for the substantial repair of the houses, which are old and in great decay.

The balance in the hands of the churchwardens is now 40*l.* 8*s.* 6*d.*

When the money is paid by the commissioners of the Berkeley Canal it will be necessary to expend the same upon the repairs above mentioned.

PARISH OF CROMHALL.

THOMAS HICKS'S CHARITY.

Cromhall.

Thomas Hicks's
Charity.

It is stated on a Benefaction Table in the church of this parish, that "*Thomas Hicks*, esq. of Bristol, gave 12*l.* 10*s.* to the churchwardens of this parish in trust, the interest of it to be given to five poor housekeepers of this parish, at the discretion of the minister and the heirs of the donor."

The 12*l.* 10*s.* was received by the churchwardens, and has been standing out on private security ever since the donation. It is now in the hands of the present churchwarden. The interest of the sum at four per cent. being 10*s.*, has been annually distributed to five poor aged or infirm parishioners of respectable character, and a list is kept of the persons receiving it.

EDMUND FEARON BOURKE'S CHARITY.

Edmund Fearon
Bourke's Charity.

By an Indenture, dated 12th March 1796, made between *Edmund Fearon Bourke*, of Wood End, in the parish of Cromhall, in the county of Gloucester, of the one part, and *Thomas Jones*, of Wickwar, in the said county, clerk, of the other part, reciting that the said Edmund Fearon Bourke, had paid into the hands of the said Thomas Jones, the sum of 100*l.* upon trust, to lay out the same in the purchase of three per cent. Consolidated Bank Annuities in his name, it was declared that the executors or administrators of the said Thomas Jones, should, within two months next after his decease, transfer the same unto the then rector of the said parish, to remain in the name of such rector and his successors for ever, upon trust, that his said trustees should on some Sunday, in the month of January yearly, distribute the proceeds of the said stock among such poor persons belonging to and resident in the said parish of Cromhall who should not at any time during the three years immediately preceding have received any parish-pay, in such proportions and manner as they should appoint; and that public notice should be given in the said parish-church on the preceding Sunday, of the day, time, and place, when and where he or they should attend to make such distribution, requesting the churchwardens and overseers of the said parish to attend at such time and place with their account-books relating to the poor of the said parish, and to give such other necessary information respecting any poor persons, or their then state and circumstances, to enable the distribution to be made for the more equal and general relief of such poor persons as aforesaid.

The said Thomas Jones is a clergyman, living at Wickwar. He disposes of the dividends of 145*l.* 15*s.* 5*d.* three per cent. consols, which is the amount of the stock purchased with the said sum of 100*l.* by giving thereout 30*s.* to a poor aged woman living in Cromhall, who was pointed out to him as a proper object of the bounty by the donor himself in his life-time, and distributing the residue among poor persons selected by him as fit objects of the charity.

PARISH OF DURSLEY.

THE ALMSHOUSES.

Dursley.

The Almshouses.

The oldest deed in the possession of the parish respecting these premises is dated 27th September 1617, whereby it appears that there were then standing in the parish of Dursley some old tenements known by the name of the Almshouses, then vested in feoffees, to permit such poor and aged persons of the said parish to reside in them, as the parishioners and inhabitants of the town and parish of Dursley should from time to time appoint.

These houses were suffered to fall into ruin. For many years the site of the old houses was used as a garden to the workhouse, but in the year 1821

this ground was let to Mr. James Hancock, by auction, upon a building-lease for 99 years, commencing from 1st of April in that year, with a stipulation that he should build three houses upon the same site, and also an engine-house, for which premises he pays a ground-rent of 8*l.* 5*s.* and the same is regularly paid and applied in aid of the church-rate, according to an order of vestry. The parish have provided another place for the poor.

Dursley.
The Almshouses,
continued.

THE GIFTS OF RICHARD FYNNIMORE AND THOMAS HEVEN, FOR THE
REPAIRS OF THE CHURCH.

By an Indenture, dated 20th November 1654, it appears that the several persons therein mentioned were seised in fee, in virtue of an ancient donation of a burgage or tenement, now known by the name of the Church House, with the garden and grounds thereto adjoining, within the borough-town of Dursley next the highway there, leading towards Woodmancoate, on the south side, and to the church-yard of Dursley, on the north side, and also an acre of arable land by estimation, commonly known by the name of the Torch Acre, to the said burgage or tenement appertaining, in a field there called Boulton, upon trust, to demise the same upon three lives, or 21 years in possession, to the intent that the churchwardens of Dursley for the time being should employ the rent thereof towards the repair of the said tenement, and the residue towards the repair of the church of Dursley aforesaid, as to them should appear to be requisite.

The Gifts of
R. Fynnimore, and
Thomas Heven,
for the repairs of
the Church.

The old tenement called the Church House, or the building now standing upon the site thereof, is now used as the parish poor-house, for which the parish pay out of the rates a consideration of 45*l.* per annum to the churchwardens, to be applied to the repairs of the church according to its original purpose.

It used to be let for 30*l.* a year, but from the year 1822 the rent has been 45*l.*

It appears that until about the year 1800 it had been long suffered to be occupied by poor people without payment of rent, except the cellar, which was let to a publican in the town as vaults for his liquors.

The Torch Acre, which has generally of late been used as garden-ground, is now let for five guineas per annum, the last letting having been by auction, before which time it did not produce above 40*s.*

The whole of these rents, allowing for the necessary deduction for repairs, go in aid of the church-rates, and form regular items in the churchwardens books.

HUGH SMITH'S CHARITY.

Hugh Smith, of Dursley, in the county of Gloucester, by his Will, dated 5th January 1637, gave to the use of the poor inhabitants of the town and borough of Dursley for ever, a part of the Broadwell House, viz. the three tenements therein described, the rents and profits to be at the disposal of the churchwardens and overseers, and to be bestowed on such poor people as they in their discretion should see most fit to have it.

Hugh Smith's
Charity.

And he also by the same will gave 40*s.* to be kept by the churchwardens from time to time as a stock, the use of it to be bestowed on the church.

The three tenements above mentioned were for many years in a state of neglect and decay, inhabited by a few poor persons, with the permission of the parish-officers. They became at last quite untenable, and a great part fell down, so that it was necessary to provide for their being re-built in order to turn them to any account; accordingly in 1821, by a resolution of vestry, the property was let by auction to Mr. Charles Vizard, on a building-lease for a term of 99 years, commencing from April 1821, at a ground-rent of 4*l.* 5*s.* In pursuance of the terms of that letting Mr. Charles Vizard has built a substantial dwelling-house. The rent is regularly paid, but instead of being applied as directed by the will, it was determined at a parish-meeting on 4th September 1822, to apply it in aid of the church-rates, in the same manner as the rents of the Church House and Torch Acre. It is intended in future to treat this as a benefaction to the poor, to be bestowed on such only as the churchwardens, in the best exercise of their discretion, shall think most fit to have the benefit.

SIR THOMAS ESTCOURT'S CHARITY.

Dursley.
Sir T. Estcourt's
Charity.

Sir *Thomas Estcourt*, by his Will, dated 10th April 1642, gave and appointed so much out of his tenements in Tetbury as the rent then paid to him did amount unto above the king's rent, to the uses following, viz.; for a lecture in Tetbury four times in the year, for ever, the sum of 40s. per annum, the same lecture to be preached by such persons of Tetbury for the time being, as therein mentioned; and the residue of the said rents, over and above the king's rent, to be distributed for the relief of the poor of the towns of Tetbury and Dursley equally.

According to the church-table, which has been standing above 60 years, the amount of the share to Dursley under this donation was "settled at 10*l.* per annum," which 10*l.* has been the constant amount of the yearly sum paid ever since that time, the same being always looked upon as a rentcharge.

That the 40s. has been paid for a lecture in Tetbury as directed by the donor will appear in our Report of the charities of that town, in which will be given a fuller account of this benefaction.

It has been the practice of the parish-officers to distribute the 10*l.* in small sums among the general poor of the parish, but we have recommended a more careful selection of the objects.

THROGMORTON TROTMAN'S CHARITY.

Throgmorton
Trotman's Charity.

Throgmorton Trotman, of London, merchant, by his Will, dated 30th October 1663, gave unto the company of Haberdashers of London, 2,000*l.* therewith to purchase for ever 100*l.* per annum, by them to be disposed of to the following uses, viz.; 15*l.* per annum towards the maintaining the preaching of a lecture on the market-days, or some other day, in Dursley; and if there was a lecture by sundry men exercised there already, he gave it unto them for their encouragement; and if the lecture should not be permitted, he gave it to the poor of the parish, to be distributed among them till the lecture should be permitted.

The lecture is preached as directed, every market-day, and the payment is made to the curate for the same.

The interest of the Haberdashers Company, as trustees under this will, has been made to appear in the investigation of the charities vested in that body. (See 10th Report, page 221).

SPILLMAN'S CHARITY.

Spillman's Charity.

By a Decree dated 30th June 1699, in a cause between the churchwardens of Dursley and William Watkins, setting forth that the parish of Dursley filed their bill against the defendant William Watkins, claiming to be entitled to a tenement, and 60 acres of land called Oxwich, and a mill situate in the parish of Standish, under one Spellman, of Spellman Court, and that the defendant had put in his answer, denying the ground of claim, and alleging that he and his ancestors had been in possession of the estate more than 80 years, having been purchasers thereof for a valuable consideration, without notice of any such charge; and further stating, that as the plaintiff had not proved any employment of the said charitable uses for the poor of the said town, the court saw no cause to make any decree for the plaintiff against the defendant's interest, yet that in regard there was some probability there might have been such deed as had been alleged made, and concealed, the court moved the defendant to give the plaintiff 4*l.* per annum for the use of the poor of the said parish thereafter, and that the plaintiff's estate should be quieted and established against all pretenders on the behalf of the poor of the said town, to which the said defendant had submitted.

The above rent of 4*l.* has ever since been and is now paid by Lord Sherburne, in whom the estate is vested. The charity has been distributed in the same manner as the charity of Sir Thomas Estcourt above reported, and is subject to the same observation.

JOHN ARUNDELL'S CHARITY.

John Arundell's
Charity.

John Arundell, by his Will dated 19th May 1703, gave and devised unto Richard Tippetts and Samuel Clack, their heirs and assigns, an acre of pasture-ground, lying at Breakneck, near Dursley, within the parish of Cam, which he

he had purchased of Thomas Clift, abutting as therein mentioned, to hold to them, their heirs and assigns, in trust, to dispose of the rents and profits of the same, to the buying of books for teaching of poor children of the parish of Dursley, to read the English tongue, whose parents were not able of themselves to pay for their childrens schooling, and to be continued by feoffees from generation to generation for that purpose for ever.

The acre of land so devised, which is garden-ground close upon the town, remains in the possession of the feoffees, the last feoffment being dated 2d July 1822.

The ground is let in two distinct parcels to two tenants, the rents being together 7*l.* 4*s.* There is a little school in the neighbourhood kept by a respectable female of the parish, who teaches the children to read, and the above-mentioned sum is appropriated, together with some others, in the support of the same.

A donation for a similar purpose, ascribed to one Henry Stubbs, of 10*s.* yearly, occurs also in the church-table.

This annuity was understood to be charged on land in Horsley, called the Testament Ground, but it has not been paid for upwards of 20 years. Those who have held the property during the period above mentioned have refused to pay the charge, disputing their liability so to do, unless it could be shown by the production of the grant or instrument of donation, which it is said not to be in the power of the parish to do.

ANNE PURNELL'S CHARITY.

Anne Purnell, widow, by a Codicil to her Will, dated 21st December 1759, gave to the persons therein named the sum of 160*l.*; and the same testatrix afterwards informed her trustees of her desire that the sum of 100*l.*, part of the said sum, should be laid out in a purchase of lands, and the sum of 60*l.* residue thereof, in another purchase of land, which should be conveyed to one of the trustees to the use of himself, and the others of them, and such additional number of trustees as they should think proper, of which she desired that the churchwardens of the said parish should be two, upon trust, that they should pay out of the clear rents of the premises so to be purchased with the said 100*l.*, the sum of 10*s.* to the officiating minister of Dursley for the time being, on Good-Friday yearly, to preach a sermon in the parish-church of Dursley, suitable to that occasion, in the afternoon of the same day, and should dispose of the residue of the rents in buying proper books for, and in teaching or causing to be taught to read well and distinctly the English tongue, such sufficient number of poor children of the said parish whose parents wanted ability of themselves to do it, as they the said trustess should see meet: and upon further trust, that out of the clear rents of the premises to be purchased with the said 60*l.*, the said trustees should on every new Year's-day pay to such officiating minister as aforesaid for the time being, the like sum of 10*s.* to preach a sermon in the said church immediately after Divine Service in the morning of that day, for ever, and should distribute the residue of the rents of the premises last mentioned on the said New-Year's-day, for ever, amongst 40 poor widows of the said parish, and for want of so many widows in any one year, then amongst so many other poor aged women of the said parish as should be wanting to make up that number; and she directed that her son, John Purnell, and her daughter Elizabeth Phillimore, wife of John Phillimore, and their respective heirs, or any of them, if resident in or near Dursley aforesaid, should from time to time point out to the trustees the proper objects of the charity as they should so think fit, otherwise the appointment to be in the trustees, or the major part of them.

This sum of 160*l.* remained some years in the hands of John Purnell, the son, who carried into effect the intentions of the testatrix out of the interest of the money, except as to a small part thereof, which being added to the principal raised the charitable fund to 174*l.*; in consideration of which 174*l.* he the said John Purnell, by an Indenture, dated 5th May 1781, stating the circumstances to the effect aforesaid, conveyed to the use of William Purnell and ten others therein mentioned, their heirs and assigns, a close of pasture-ground known by the name of the New Invention, lying in the parish of Cam, bounded as therein mentioned, with the appurtenances, to hold to them subject to a yearly rent of 3*l.* 4*s.* 6*d.* to be paid to the said John Purnell,

Dursley.

John Arundell's
Charity,
continued.

Anne Purnell's
Charity.

Dursley.
 Anne Purnell's
 Charity,
continued.

his heirs or assigns, in respect thereof, upon trust, that they and the survivors or survivor of them should apply the rents and profits thereof, after payment of the rent above mentioned, in the proportions following, viz., as to 2*l.*, part thereof, to pay 10*s.* thereout yearly to the officiating minister of Dursley to preach a sermon in the church of Dursley on New-Year's-day, and the residue of the said 2*l.* to distribute on the same day in every year amongst 40 poor widows, if so many in the parish, and if not then amongst so many other poor aged women of the said parish, to make up the above number, the power of appointing such women to be in the trustees aforesaid; and as to the remaining part of the said rents, to pay thereout 10*s.* for a sermon on Good-Friday, as before mentioned, and the residue to be disposed of to the purpose of teaching the poor children as above specified. And it was further provided, that in case the said rent should exceed 9*l.* 6*s.* 10*d.*, that then one half of the surplus rent should be disposed of in aid of the bounty to the 40 widows, or other poor women as aforesaid, and the other half in aid of the charity for teaching the poor children, and buying books. The trustees when reduced to three to nominate new trustees, so as to complete the number of 11 trustees.

The property known by the name of the New Invention is a close of pasture-land consisting of about seven acres.

Under an Act of Parliament passed about two or three years ago a turnpike-road was carried through part of these premises, taking off a corner of it (about an acre), for which a compensation of 80*l.* was received by the charity-trustees, who placed the same in the Dursley Bank at an interest of three per cent, intending to invest it in the Savings Bank, but in the mean time the Act containing the clause for preventing such application of charity-monies passed.

The field is held by a tenant from year to year at the rent of 15 guineas. About seven years ago it was let by auction for 17*l.*, but since the reduction of its quantity under the above Road Act it has been lowered to the present rent.

In the year 1820 some timber upon the premises was cut down and sold for 105*l.* 5*s.*, which was vested in the Savings Bank, where it now lies, at an interest of four per cent.

The number of trustees being now reduced to two, it is intended to complete the number by a fresh appointment and conveyance, and the disposition of those two sums above mentioned will then be determined upon.

The income, augmented by the interest of the two above-mentioned sums, is 23*l.* 10*s.* 2*d.*

Mr. Henry Vizard, of Dursley, keeps the accounts for the heir of the Purnells, under whose management a yearly distribution is made among the objects specified in the deed, in conformity with the directions of the testatrix.

In order to provide for the expense of the deed in contemplation, 20*l.* has been taken out of the school-fund, and 6*l.* out of the widows-fund.

NATHANIEL LAWSON'S CHARITY.

Nathaniel Lawson's
 Charity.

Nathaniel Lawson, by his Will, dated 8th October 1766, gave unto John Purnell and William Purnell, whom he appointed his executors, the sum of 100*l.*, to place the same out at interest, and to lay out such interest in bread, to be distributed on every Christmas-day, for ever, at the church-door of the parish of Dursley, immediately after Divine Service, amongst such poor people of the said parish as to them should appear most deserving.

It appears that the assets of Nathaniel Lawson would allow only of 48*l.* 11*s.* 4½*d.* for the charitable purposes of his will, but that the same, by a short suspension in the application of the charity, and an additional donation of William Purnell, was raised to 65*l.*, in consideration of which the said John Purnell, by an Indenture, dated 5th May 1781, conveyed to William Purnell and 11 others, making the number of 12 trustees, a close of pasture-ground called Martha Nelme's Leaze, in the parish of Cam, containing by estimation two acres, upon trust, to apply the same to the charitable uses of the said will, with a power of renewing the trustees, which power, as the number is now reduced to two, is intended to be immediately exercised.

The

The management of this charity is in the hands of Mr. Henry Vizard, who makes the distribution in bread as in the former case.

A small quantity of timber cut down on this property, at a sale by auction, produced 23*l.* 10*s.*, which was invested in the Savings Bank of Dursley.

Dursley.

Nathaniel Lawson's
Charity,
continued.

JACOB STIFF'S CHARITY.

Jacob Stiff, by his Will, dated 21st November 1769, gave to certain persons therein mentioned, 30*l.* to place the same at interest, and to lay out such interest in bread of sixpenny and threepenny loaves, and to distribute the same on Christmas-day among widows and other poor people of Dursley.

This 30*l.* was received, and placed out by the trustees of the testator upon securities at interest, and on the 21st December 1820 was lodged in the Savings Bank of Dursley at an interest of four per cent.

It is distributed by the executor of the surviving trustee, Mr. Henry Vizard, in bread at Christmas, among widows and other poor people of Dursley.

In closing our account of the general charities to the poor of Dursley, we cannot help repeating the remark which has already been so frequently made, that sufficient attention does not appear to have been paid to the distinction between those receiving and those not receiving parish-relief; and that the funds have been broken into such small sums as to render them ineffectual for the purpose of substantial relief, being in general dissipated as soon as bestowed, and having a manifest tendency to encourage idleness and drunkenness. The distributors, however, seem now to be aware of the bad consequences of the present system, and a parish-meeting is intended immediately to be called for settling a more discriminate and useful mode of distribution.

Jacob Stiff's
Charity.

SAMUEL ADYE'S CHARITY.

Samuel Adye, by his Will, dated 17th February 1791, amongst other things, directed that his trustees should out of his personal estate raise the sum of 100*l.* and invest the same in the public funds in the names of the minister and churchwardens of the parish of Dursley, and of his nephews George and Stephen Adye; and his will was, that the minister and churchwardens of Dursley aforesaid for the time being, and his said nephews, should lay out the produce thereof in bread, to be distributed by them at the church on the Sunday next after Christmas-day, on Easter Sunday, on Whit-Sunday, and the Sunday next after St. Paul's-day, in the morning of each of those days, among such poor persons of the said parish as they should think proper, who should regularly attend Divine Service in the said church of Dursley, or in some other public place of worship there; provided, that when his trustees should be reduced to three, or any smaller number, then the surviving or continuing trustees should appoint others, so that the minister and churchwardens of the said parish for the time being, and his said nephews, or the survivor of them, or the heirs of such survivor, might be always of the number.

Samuel Adye's
Charity.

And he also gave the sum of 100*l.* to the governors of the Gloucester Infirmary, to be raised out of his personal estate, upon condition that they should authorize, by writing, the churchwardens of Dursley to recommend the admittance of two in-patients annually into the said Infirmary for ever.

There was for some time a doubt respecting the effect of the bequest of the 100*l.* given to be laid out in bread, so that the payment was withheld until the principal, augmented by the interest, amounted to 238*l.* 11*s.*; and in 1822 the sum of 230*l.* was invested in the Savings Bank at Dursley, bearing an interest of four per cent; the 8*l.* 11*s.* being distributed immediately in bread to the poor. The interest received from the Savings Bank is annually distributed in the same manner.

The minister of the parish-church, in consultation with the ministers of the congregations, settle a list of the persons to whom this benefaction shall extend, at a meeting for that purpose, confining the same to such persons as attend their respective places of worship.

The 100*l.* was paid to the treasurer of the Gloucester Infirmary, and in consequence an order was made in writing at a meeting, held in February 1794, under the hands and seals of the governors of that institution, empowering the churchwardens of Dursley to recommend for ever two in-patients yearly, according to the will of the said Samuel Adye, which order is in the possession of the parish, and is to be deposited in the parish-chest.

SAMUEL PHILLIMORE'S CHARITY.

Dursley.
 —
 Samuel Phillimore's
 Charity.

The Will of Mr. *Samuel Phillimore* has already, as far as regards this charity, been set out among the charities of the parish of Cam, by reference to which it will appear that the parish of Dursley is entitled under the same as its share thereof to the annual sum of 2*l.* 6*s.* 1½*d.* which sum is duly transmitted by the trustees to the minister and churchwardens of Dursley, and by them laid out and distributed according to the will.

RICHARD JONES'S CHARITY.

Richard Jones's
 Charity.

Richard Jones, of Dursley, in the county of Gloucester, by his Will, dated 31st May 1811, directed his trustees and executors, the Rev. Samuel Rogers and Mr. William Troughton, immediately upon the decease of his wife, which happened on 12th August 1824, to pay or transfer the following sums, part of his stock in the three per cent consolidated Bank annuities, in manner and for the purposes hereinafter mentioned, viz. :

£. 250 to the treasurers of the Gloucester Infirmary, to be applied towards carrying on the charitable designs of the governors thereof, upon condition that the said governors should authorize the churchwardens of the parish of Dursley to recommend one in-patient and two out-patients annually into the said Infirmary for ever.

£. 250 to the treasurer of the Bath Hospital, upon condition that the governors thereof should authorize the churchwardens of the said parish to recommend one in-patient and two out-patients annually into the said Hospital for ever.

And 1,900*l.* to the rector and churchwardens of the said parish, upon the following trusts, viz. :

£. 450, part thereof, to be sold, and the money arising by such sale to be laid out in making new, or in repairing and making uniform the pews or seats in this church of Dursley, or otherwise in improving and beautifying the inside of this church.

The remainder of such 1,900*l.* to be continued at interest, and the interest or dividends thereof to be applied annually as follows :

Of 300*l.* towards the support of the Sunday-school established in the same parish, for the education of poor boys, and patronized by the members of the Established Church, or of any other school to be established under the patronage of the rector or officiating minister, in case there should be no such Sunday-school.

Of 300*l.* towards the support of the Sunday-school in the same parish, for the education of poor girls under similar conditions.

Of 150*l.* to the president or stewards of a society established in the said parish for the benefit of widows and orphans, and sick and aged persons, under articles dated 15th June 1795.

Of 250*l.* to the president or stewards of a friendly society established in the said parish for the benefit of sick and aged men, under articles dated 31st March 1792.

Of 150*l.* to the president or stewards of a friendly society established in the said parish for the benefit of sick men, under articles dated 24th January 1785.

Of 150*l.* to the stewards or cashier of a friendly society established in the said parish for the benefit of sick men, under articles dated 21st September 1805.

And of 150*l.* residue of the said stock, to the stewards or cashier of a society established in the said parish for the benefit of sick and aged women, under articles, dated 23d May 1796.

And the said testator directed his said trustees and executors to pay the surplus or residue of his personal estate (after making the several payments by his will directed) to the treasurers of the Gloucester Infirmary, for the purposes of that institution.

The governors of Gloucester Infirmary, by an instrument, dated 3d February 1825, acknowledged the transfer of the legacy to them, and authorized the recommendation and admission of one in-patient, and two out-patients from the parish of Dursley, annually, according to the conditions aforesaid.

The benefits of Bath Hospital being confined to in-patients, the governors of that institution, authorized by an instrument, dated 22d January 1825, the admission of three in-patients from the parish of Dursley, in consideration of the above legacy, the receipt whereof they acknowledged.

Out of the 1,900 *l.* given by the same will to the rector and churchwardens of Dursley upon the trusts therein mentioned, 450*l.* was sold, and the produce, after satisfying thereout its proportion of the legacy-duty, which reduced it to 405*l.*, was laid out upon the church agreeably to the will, leaving 1,450*l.* which was reduced by the legacy-duty to 1,305*l.* The interest of 270*l.*, being the sum to which 300*l.* would be reduced by its proportionate payment of the legacy-duty, has been and continues to be regularly paid to the treasurer of the Sunday-school for boys, and the interest of a like sum of 270*l.* for the Sunday-school for girls in the same parish. The interest of 135 *l.* is paid to the stewards of the society established by articles dated 15th June 1795.

The interest of 225*l.* to the stewards of the society established by articles dated 31st March 1792.

The interest of 135*l.* to the stewards of the society under articles dated 24th January 1785.

And the interest of 135*l.* to the stewards of the society under articles dated 23d May 1796.

The friendly society above mentioned, established under articles of 21st September 1805, was dissolved 12 months previously to the death of the testator's widow, and no other having been formed in its stead, the interest and dividends intended for such dissolved society became, under the directions of the will, payable to the stewards of the other existing societies, in equal proportions, and has accordingly been paid to the same societies, in addition to their original shares.

SCHOOL OF THE PROTESTANT DISSENTERS.

By Indentures, dated in December 1739, and September 1740, certain new-erected messuages or tenements, therein mentioned to be situate at Dursley, in the possession of Daniel Young, used for the exercise of religious worship by protestant dissenters, and at other times for a school-house, for teaching poor children of protestant dissenters, to read, write, and cast accounts, erected on the site of three old decayed houses or tofts, purchased by Joseph Twemlow, and conveyed to him by Indenture of Feoffment, dated 9th July 1718, were by the said Joseph Twemlow and Mary his wife granted to certain trustees, and their heirs and assigns for ever, upon trust, that they should permit the said Daniel Young, the then schoolmaster, to enjoy the said premises, rent-free for his life, he permitting the minister of the congregation of protestant dissenters at Cam for the time being to repeat his or their sermons on the Lords-day evening, or at other times, occasionally in the said school-house, and teaching 40 poor children of protestant dissenters and others, who would learn the Assembly of Divines shorter Catechism, to read, write, and cast accounts; and after the said Young's decease, then upon trust, that the same trustees, or the majority of them, their successors and assigns, should from time to time for ever, as there should be occasion, elect another master unto the said school in his room, which said schoolmaster so to be elected should be a protestant dissenter, and should live in the said school-house rent-free, he and they teaching 40 children the Assembly of Divines shorter Catechism, and also to read, write, and cast accounts, and likewise permitting the minister of the protestant dissenters at Cam for the time being to repeat his sermons on the Lords-day evening, or at any other times, occasionally in the said school-house; and if any master at any time thereafter elected into the said school should not do his duty, or behave himself to the satisfaction of the said trustees, then upon further trust that such master so offending or misbehaving should be turned out of the said school by the said trustees, or the majority of them; and that they the said trustees, or the majority of them, or their successors, should elect to the said school, in the room of such schoolmaster so turned out, such other person to be a schoolmaster therein as they the said trustees, or the majority of them, and their successors, should think fit.

Josiah Sheppard, by his Will, dated the 25th August 1726, gave the sum of 100*l.* to be laid out in the purchase of lands of inheritance, and the rents thereof to be applied for the support of the school at Dursley for ever. The same was accordingly laid out in the purchase of a close of pasture, called Withibeas otherwise Withibeeres, containing four acres, lying in Wandswell, and of another close of pasture-ground called Withibeeres, containing two acres,

Dursley.

Richard Jones's
Charity,
continued.

School
of the Protestant
Dissenters.

Dursley.
 —
 School
 of the Protestant
 Dissenters,
continued.

lying in Hinton, in the parish of Berkeley, adjoining the above-mentioned close, for the perpetual support of the said school, and which lands were accordingly conveyed to trustees named in and by certain indentures of lease and release, dated the 3d and 4th days of March 1746, pursuant to the intent of the will of the said testator, upon trust, that the said trustees, their heirs and assigns, should from time to time dispose of the rents and profits of the said closes, after deducting taxes, and all other necessary allowances, for the support of the said school.

We find also that a sum of 260*l.*, derived from the bounty of *Mary Twemlow* and others, was laid out in the purchase of three closes of pasture, known by the name of Cutticrofts, containing 18 acres, in the tithing of Hamfallow and parish of Berkeley, which said closes were formerly parcel of an estate called Brook End; and that the same by certain Indentures of Lease and Release, bearing date the 3d and 4th days of March 1746, were conveyed to certain trustees, upon trust, that the said trustees, their heirs and assigns, should, out of the rents and profits of the said premises, annually pay to the then master of the said school for the time being so much money by half-yearly payments, as with the clear rents and profits of the closes purchased with the sum of 100*l.* before mentioned to have been given by the will of Josiah Sheppard, would amount yearly to the sum of 12*l.*, as a salary for such master, for teaching 40 poor children as therein directed, and should moreover out of the said net rents and profits of the said premises annually pay to such master for the time being for ever the sum of 20*s.* to buy him coals or firing; and further, that they the said trustees, and their heirs and assigns, should from time to time retain the overplus of such rents and profits of the said premises as a fund in their hands, in order to be occasionally laid out and applied, either in the necessary repairs of the said school-house and of the said closes (as well those purchased with the 260*l.* as those purchased with the 100*l.* bequeathed by Mr. Sheppard's will,) or to make good deficiencies which might arise from time to time of the rents and profits of the said closes, or in buying books for any of the poor children to be taught at the said school, or on any other matter belonging to the said charity, as they the trustees, or the major part of them, should appoint.

A school at Dursley for the children of protestant dissenters is supported out of the funds of the above charities, at which there are at present about 30 boys, who are taught to read, write and cast accounts. The appointment of the master, and admission of the boys, are under the control of the trustees, who pay the master a salary of 35*l.* The sum of 100*l.* of this fund is lent to the trustees of Cam Meeting, at an interest of 5*l.* per cent. The balance in the hands of the treasurer is at present (1826) 90*l.* 5*s.* 3*d.* The accounts are regular.

PARISH OF ELBERTON.

JOHN HICKES'S CHARITY.

Elberton.
 —
 John Hickes's
 Charity.

Upon a Benefaction-Table in the church of this parish it is stated, that in 1734 Mr. *John Hickes*, late of this parish, gave by his Will to the minister, churchwardens and overseers of the poor, and their successors, for ever, 50*l.*, to be by them set out at interest, whereof the minister for the time being was to have 10*s.* yearly for preaching a sermon on the feast-day of St. John the Evangelist, and the rest to be laid out in bread and beef, to be distributed the same day after Divine Service to poor housekeepers who did not receive relief of the parish. And that the said testator charged a freehold close of ground in Olvestone with the cleansing and repairing his tombstone for ever.

The 50*l.* appears to have been received, and laid out in the purchase of a piece of land situate at the bottom of Greenditch-street, in Elberton aforesaid, consisting of about two acres of pasture-land.

This land is let for 4*l.* 10*s.* per annum, 10*s.* of which is paid to the minister for a sermon on St. John's-day, and the rest is distributed in bread and beef amongst poor housekeepers not receiving parish relief, on the same day.

PARISH OF HILL.

MABEL MALLETT'S CHARITY.

The only charity belonging to this parish is the moiety of the rent of a piece of land in the same, given by *Mabel Mallett* to the poor thereof, and of the parish of Rockhampton. This land is let by the churchwardens of Rockhampton for 3*l.* per annum, one moiety of which is paid to the parish of Hill, and distributed among three poor persons not receiving parochial relief.

For further particulars of this charity see Report of the charities in the parish of Rockhampton.

Hill.
 —
 Mabel Mallett's
 Charity.

PARISH OF NORTH NIBLEY.

CATHERINE BARTON'S CHARITY.

Church Table.—*Catherine*, the widow of John Barton of this parish, by her Will, made in the year 1613, gave the sum of 20*l.* to remain as a stock for the poor not receiving alms, the Sunday before Christmas-day for ever.

This charity has not been in a course of payment within the memory of any person living. It is understood to have been lost by the failure of some private security on which it had been lent.

North Nibley.
 —
 Catherine Barton's
 Charity.

JOAN WOOD'S CHARITY.

Church Table.—“*Joan*, the widow of Thomas Wood, of this parish, the 19th day of February 1627, gave the sum of 1*l.* to the like use, the increase thereof to the use aforesaid.”

Of this money no account can be given.

Joan Wood's
 Charity.

THOMAS GIBBINS'S CHARITY.

Church Table.—“*Thomas Gibbins*, of Wotton-under-Edge, innholder, gave 40*s.* quarterly for ever out of his messuage and land at the bottom of Nibley Green, in the year 1620, to be paid to the churchwardens and overseers of the poor, for the use of the aged and impotent poor of Nibley aforesaid.”

Till within about eight or nine years ago the payment of this rentcharge was regularly made. Since then it has been withheld, but the proprietor of the premises charged undertakes to pay up the arrears, and continue the payment in future.

Thomas Gibbins's
 Charity.

CHARITIES OF MARY PEARCE AND THOMAS PEARCE.

Church Table.—“*Mary*, the widow of Francis Pearce, of this parish, in the year 1676, gave the sum of 20*l.* to remain as a stock for ever to this parish, the increase whereof to be 12*s.* to the minister for a sermon to be preached on New Year's-day for ever, 1*s.* to the clerk who should ring the bell on that day, and 12*s.* then to be distributed among 12 poor people for ever.”

“*Thomas Pearce*, of the city of Gloucester, son of the before-named Mary Pearce, gave by his Will, dated 16th May 1685, to increase the said gifts, an annuity out of his messuage and garden in Nibley, viz. to the minister of Nibley aforesaid for the time being, 12*s.* for preaching there on the 1st day of January, and for the clerk of the said parish, 3*s.* for ringing the bell on that day, yearly for ever, and 3*s.* for the use of the poor of the said parish, to buy bread for them on the day aforesaid yearly for ever.”

With respect to the 20*l.*, there is now no trace of its having been received or applied. But under the will of Thomas Pearce, the annual sum of 12*s.* has been constantly paid to the minister for a sermon preached on the 1st of January; 3*s.* to the clerk of the parish on the same day; and 12*s.* instead of 3*s.* has been laid out in small loaves of bread, and distributed among the poor on the same day.

Charities of
 Mary Pearce and
 Thomas Pearce.

CHARITIES OF WILLIAM ORCHARD, JOHN SMYTH, JOHN SMYTH, AND
 RICHARD SHATFORD.

Church Table.—“*William Orchard*, of this parish, by his Will, in the year 1668, gave the sum of 10*l.*, the increase thereof to be distributed among the poor of this parish not receiving alms.”

Charities of
 William Orchard,
 &c.

North Nibley.
 —
 Charities of
 William Orchard,
 &c.
 continued.

"*John Smyth*, of London, grocer, by his Will, dated 19th May 1689, gave the sum of 10*l.* for the use of the poor inhabitants of Nibley not receiving weekly alms, upon the Sunday before Christmas-day yearly, for ever."

"*John Smyth*, esq., of this parish, by his Will, dated 4th May 1692, amongst other bequests therein mentioned, gave the sum of 20*l.* for the use of the poor of this parish, the interest of it to be yearly distributed amongst such poor inhabitants not receiving alms of the said parish."

By Indenture, dated 25th March 1818, between George Vizard, of Dursley, clothier, of the one part, and Purnell Bransby Purnell, of Ferney Hill, in the parish of Dursley, esquire, of the other part, reciting, that by Indentures of Lease and Release, dated the 4th and 5th September 1799, the Release made between the Rev. Edward Leighton and the Rev. Osborne Wight of the first part; Thomas Pemberton, esq. and John Probert, esq. of the second part; Nicholas Owen Smyth Owen, esq. of the third part; and William Purnell, esq. of the fourth part, divers hereditaments in North Nibley and Stinchcombe (including the hereditaments thereafter described) were conveyed and assured unto and to the use of the said William Purnell, his heirs and assigns, for ever, subject, among other charges, to the clear yearly sum of 20*s.*, payable out of the said hereditaments to the poor of Wotton-under-Edge; and also subject to the clear yearly sum of 40*s.*, payable out of the same hereditaments thereby granted and released to the poor of the parish of North Nibley; and reciting, that the said hereditaments had become vested in the said Purnell Bransby Purnell, subject to the said yearly rents and sums; and that by Indentures of Lease and Release, dated 1st and 2d November 1813, the Release made between John Shatford and Hannah, his wife, of the first part, Mary Shatford, of the second part, and the said P. B. Purnell, of the third part, certain premises situate at Stancombe, in the parish of North Nibley, were conveyed unto and to the use of the said P. B. Purnell, his heirs and assigns, for ever, subject to a certain annuity or yearly rent of 10*s.* payable thereout to certain trustees, for 10 poor persons of the parish of North Nibley not receiving alms, and which said annuity was therein mentioned to have been charged on the said hereditaments by Richard Shatford, by indenture dated 2d March 1780; and reciting a conveyance by the said P. B. Purnell of certain cottages, mills, buildings, and gardens, closes of ground and hereditaments in North Nibley, to the said George Vizard, in fee, subject to the said several sums, in exoneration of the other hereditaments of the said P. B. Purnell; it is witnessed, that the said George Vizard did thereby covenant to pay the said yearly rents and sums, and to indemnify the said P. B. Purnell from and against the payment thereof.

The above several sums, making together 50*s.* respectively charged upon the said premises, are paid by the said George Vizard to the churchwardens of North Nibley, and are considered as so paid in satisfaction of the interest of 5 per cent, on the several donations of William Orchard, the two donors of the name of John Smyth, and of R. Shatford above mentioned. The said 50*s.* is distributed among the poor not receiving parish relief, on the Sunday before Christmas, in small sums of from 1*s.* to 2*s.*

THE REV. WILLIAM PURNELL'S CHARITIES.

The Rev. William
 Purnell's Charities.

By Indenture, dated 5th April 1758, between *William Purnell*, clerk, of the one part, and George Smyth of North Nibley, esq. Matthew Hale, of Alderley, esq., John Purnell, of Dursley, and Robert Purnell, of Wotton-Under-Edge, of the other part; the said William Purnell conveyed to the said George Smyth and others of the second part the messuage or tenement called Brown's House, with the garden and orchard thereto adjoining, situate in Willsley in North Nibley aforesaid; three acres of arable or pasture-ground, by estimation, lying inclosed next the said messuage; another messuage, since divided into two tenements, with the garden and orchard adjoining, situate at Spuncombe in North Nibley aforesaid; and a parcel of pasture-ground called Spuncombe, containing by estimation four acres, near the last-mentioned messuage, all in North Nibley aforesaid, to hold to them and their heirs, upon trust, that they should, after the necessary outgoings, lay out the residue of the same rents and profits in placing out apprentices poor boys, being parishioners of the parish of North Nibley aforesaid, in such manner as they or the major part of them should think fit.

And

And it was thereby provided, that when the then trustees should be reduced to two, the surviving trustees should convey the said trust-premises to other persons of the nomination of them and their heirs, to the use of themselves and five other persons so nominated, as new trustees; and it was further provided that the said trust-premises should not be leased to any person for any fine, but that the full rents should be reserved, and that the leases should not exceed 21 years in possession.

This property so devised is at present in the possession of the trustees to whom the legal estate has come down by the regular transfers.

The trust-premises consist of a tenement or dwelling-house, garden, orchard, and close of pasture-ground adjoining, containing by estimation four acres, and a close of arable land, by estimation three acres.

This property is now held by the representatives of Henry Perritt, under a lease bearing date 9th March 1820, by which the same premises were demised to the said Henry Perritt for a term of seven years, commencing from 6th April then next, at a rent of 27*l.* 2*s.* 6*d.* which rent so reserved has been regularly paid, and appears by the account-book of the charity kept by the trustees to have been applied in apprenticing poor boys of the said parish, as the state of the funds have permitted, the names being regularly entered in the said account-book.

From September 1822 to June 1826 there appear to have been eight boys of the parish apprenticed under this charity, the premiums of late years having been from 15*l.* to 20*l.*

The balance now in hand is 10*l.* 13*s.* 9*d.*

The same Mr. Purnell, by his will, dated 15th September 1763, gave to George Smyth, of North Nibley, esquire, and others, (being the same persons to whom he had before conveyed an estate to put boys out apprentice) the sum of 300*l.*, to be by them laid out in the purchase of an annuity, to be applied in placing and keeping five boys, born in the said parish, at school, one of which said boys he directed should be yearly taken from school and bound apprentice, and another such boy placed at school in his stead for ever.

In the year 1765, the trustees under the said will laid out the sum of 300*l.* in the purchase of four per cent stock, reduced in 1781 to three per cent, the stock so purchased being 290*l.* 4*s.* 1*d.*

It appears that from some delay in the application of this fund, occasioned, as it is stated, by the difficulty of finding a schoolmaster properly qualified, and from the limited application of the monies during the time that the school has been in existence until within the last few years, considerable accumulations have arisen, which have increased the stock to 1,100*l.* three per cents reduced, its present amount, now standing in the name of Robert Hale Blagdon Hale, esq., producing an annual dividend of 33*l.*

From the year 1822 the master of the school has had for his salary 30*l.*, in consideration of his teaching five poor boys of the parish appointed by the trustees.

The present balance in the hands of the treasurer is 20*l.* 10*s.*

Reading, writing, and accounts are taught at the school.

North Nibley.

The Rev. William
Purnell's Charities,
continued.

PARISH OF SLIMBRIDGE.

WILLIAM SMITH'S CHARITY.

William Smith, by his Will bearing date October 6th, 1774, bequeathed an annuity of 3*l.*, payable out of his messuages and lands in Slimbridge, unto the Reverend John Stone, then rector of that parish, and his successors for the time being, for ever, on the 29th day of September in every year, upon trust, that he and his successors should lay out the said annuity in the purchase of sixpenny and threepenny loaves, and distribute the same amongst the most proper objects of charity belonging to the said parish, yearly, on old St. Thomas's-day for ever. And he desired that the churchwardens for the time being of Slimbridge aforesaid should be assisting in the distribution of the bread. And his will was, that in case the rector of Slimbridge should for any one year omit to receive the said yearly sum of 3*l.*, or to distribute the same in bread yearly on the day aforesaid, then the said churchwardens for the time being should have power to receive the said yearly sum, and to distribute the

Slimbridge.

William Smith's
Charity.

Slimbridge.

William Smith's
Charity,
continued.

same in bread as aforesaid, with power of distress and entry in case of non-payment within 30 days after the 29th of September.

The premises charged with the above annual payment of 3*l.* are well known, and consist of a farm-house and buildings, with about 40 acres of land situate in the parish of Slimbridge, and are now the property of Mr. William Smith, of Frampton-upon-Severn. The rentcharge is regularly paid by the tenant of the farm to the churchwardens of Slimbridge, who lay out the same in bread, which they distribute on or about old St. Thomas's-day among the poor generally, no distinction being observed between those who do, and those who do not, receive parochial relief. The minister is consulted in the distribution.

CATHERINE WORLOCK'S CHARITY.

Catherine
Worlock's Charity.

Catherine Worlock, late of Uley in the county of Gloucester, by her Will dated 30th January 1802, gave to the minister and churchwardens of the parish of Slimbridge 80*l.* stock in the three per cent. consols, to be by them for ever thereafter continued at interest, in their names, on Government or real securities, or laid out in the purchase of land, upon trust, to expend the proceeds thereof in bread, and dispose of the same on or near to St. Thomas's-day yearly, amongst such number of poor widows in the said parish of Slimbridge who should be housekeepers, as they the said minister and churchwardens for the time being, should judge to be most in need thereof.

This sum of 80*l.* three per cent. consols was soon after the death of the testatrix transferred by Mr. John Vizard into the names of the Rev. Charles Walker, the then rector, and William Harding, the then churchwarden of the parish, in which stock and names it still remains.

The dividends are received by the churchwardens, who lay out the same in bread, which they distribute, with the approbation of the minister, on or about St. Thomas's-day yearly, among poor widows, housekeepers in the parish, not receiving parochial relief. Lists are kept of the names of the persons relieved under this charity.

PARISH OF STINCHCOMBE.

MATTHEW TYNDALL'S CHARITY.

Stinchcombe.

Matthew Tyndall's
Charity.

Matthew Tyndall, by his Will, dated 25th November 1676, did thereby settle 8*l.* per annum for ever, for the benefit of the poor of Stinchcombe, in the following manner: "I order my executor, within one year after my decease, to purchase 8*l.* per annum of lands of inheritance, to be settled upon feoffees to the uses hereinafter mentioned; but in case my said executor cannot purchase the said lands within the said time, then I will that he shall at the end of the said year pay so much money unto the Company of Drapers as they will accept of to secure and pay 8*l.* per annum for ever to the uses hereinafter mentioned, which 8*l.* I will shall be for ever to the parish of Stinchcombe, in this manner, namely, one third part thereof to the poor inhabitants of the said parish, for their support and relief yearly for ever; one other third part thereof to be paid for or towards the school and teaching of the poor children of the said parish, yearly; and the other third part to the minister of the said parish yearly for the time being and his successors for ever."

By an Indenture, dated 12th November 1677, made between John Pinfold and Elizabeth his wife, of the first part; Walter Tyndall, executor of the said will of Matthew Tyndall, of the second part; and Nathaniel Tyndall, and others therein mentioned, of the third part; after reciting the said will as above set forth, it is witnessed, that the said John Pinfold and Elizabeth his wife, in consideration of the sum of 160*l.*, and in pursuance of the said will, did thereby grant and release to the said Nathaniel Tyndall, and others, of the second part, a close of pasture-ground situate in Stinchcombe aforesaid, known by the name of Inwood' alias Kytesley, containing by estimation seven acres, abutting as therein mentioned; and also a close of meadow-ground in Stinchcombe aforesaid called Inwood's Mead, containing by estimation 1½*A.*, adjoining to the said first-mentioned close on the east side; and also a close of meadow-ground in Stinchcombe aforesaid known by the name of Mansell, containing by estimation three acres, adjoining a ground called Moor Mead, east, to hold the same to them and their heirs, upon the trusts contained in the said will, with a provision for the renewal of trustees as therein mentioned.

This property continued some time under the management of the Pinfold family, and their successors, for the benefit of the parish; and there are documents which show that the rents were applied by them to the purposes of the will. It was afterwards for 50 years under the care of Mr. John Wallington, the proprietor of the estate formerly belonging to the Pinfolds, but upon his ceasing to reside in the parish, which happened a few years ago, Purnell Bransby Purnell, esq., a principal landholder in the parish, undertook and still retains the disposition and management of the charity-property, at the request of the parish, signified in vestry.

The whole trust-property, which is all pasture-land as described in the above abstracted purchase-deed, is now in the possession of the said Mr. Purnell for the benefit of the parish.

It is let together to one person from year to year at the rent of 13*l.* 10*s.* The quantity of computed acres is 11 $\frac{1}{4}$, but the measured quantity is 11*A.* 2*R.* 30*P.*, and as it is doubted whether the rent now paid for the same is sufficient, it is intended to give the present tenant notice to quit, that more may be obtained upon a fresh letting, if it can be done.

One third of the rent received is paid to the minister of the parish, another third is paid to a person keeping a school, where the children of the poor are taught to read, and the remaining third is paid to the churchwardens of the parish, who distribute the same among the poor not habitually receiving parish relief.

THOMAS PINFOLD'S CHARITY.

Thomas Pinfold, of Longfords, by his Will, dated 9th June 1738, gave to his kinswoman Elizabeth Watts, the interest of 250*l.*, then in her hands, and after her decease directed the same to be paid to the parish of Stinchcombe, to purchase with 200*l.* thereof the queen's bounty for the benefit of the minister, who should preach twice a day, and the remaining 50*l.* to be laid out upon land to buy necessaries for poor widows that were not upon the parish-books.

An old book was produced by Purnell Bransby Purnell, esq., containing a memorandum, in which it was stated that John Pinfold, esq., of Pears Court, in the parish of Stinchcombe, directed, but in what manner does not appear, the sum of 80*l.* stock in the three per cent consols, to be secured and made over for the benefit of the parish of Stinchcombe, and that the interest of it should be paid to the poor industrious widows of the parish.

It is also stated in the same memorandum, that after Mr. Pinfold's death the money remained for many years unpaid, owing to the insolvency and default of his executor, but that the sister of the executor afterwards made good the 80*l.* stock, and paid up all the arrearages of interest thereon, and that the said 80*l.* stock now stands in the name of John Wallington, esq., late of Pears Court aforesaid.

The said arrearages of interest were divided among the poor widows of Stinchcombe at the time they were paid up.

Mr. Wallington both received and applied the dividends of the said 80*l.* stock for many years, till he left the parish; and since his departure he has remitted the same to Mr. Purnell, who distributes it among such of the poor widows of the parish as he thinks most deserving of it, the names of the persons receiving the benefit being entered in a book kept for the purpose.

PARISH LANDS.

The parish of Stinchcombe is in possession of several closes of land, containing 14*A.* 3*R.* by estimation, called the Feoffees Lands of the parish, but how they came into their possession is wholly unknown. These lands are also under the management of Mr. Purnell, and the rents thereof applied, first to the repairs of the church, and the overplus, if any, towards the general poor, in aid of the poor-rates.

Out of the accumulation of the income arising from the above lands 250*l.* was purchased in the four per cent stock, since reduced to three and a half, the dividends whereof are applied in the same manner as the rents of the said lands before mentioned.

Stinchcombe.
Matthew Tyndall's
Charity,
continued.

Thomas Pinfold's
Charity.

Parish Lands.

PARISH OF ULEY.

PARSLOE'S CHARITY.

Uley.
Parsloe's Charity.

On a benefaction-table in the parish-church of Uley it is stated that "Mr. *Parsloe* gave 10*s.* per annum, to be paid out of a field called the Fancies, to be given away in bread to the poor on St. John's-day."

The parish have no copy of the will, or any extract from it, but this donation is recorded in a terrier made by the minister and churchwardens of Uley, with the assistance of some of the inhabitants of the parish, on the 27th of December 1704, by which it appears to have been in a course of regular payment as far back as any living memory then went.

The field called the Fancies charged with the payment of this sum is situate near New Brook Stream, in the parish of Uley, and well known. The 10*s.* is paid by the occupier of the land, and distributed in bread to the poor on St. John the Evangelist's-day yearly.

CAPTAIN PEGLER'S CHARITY.

Captain Pegler's
 Charity.

On the same benefaction-table is inscribed as follows: "Captain *Henry Pegler* gave 10*s.* per annum, to be paid out of a field called Broadstone, 5*s.* to be given away in bread, and 5*s.* for a sermon on the 17th of February."

This is also recorded in the terrier before mentioned.

The field called Broadstone is situate in the parish of Uley, and well known.

The sum of 10*s.* is regularly paid by the owner or occupier of the said land, and the whole is distributed in bread to the poor of this parish; the sermon not having been preached, nor the 5*s.* received by the clergyman.

HILLINGS'S CHARITY.

Hillings's Charity.

Same benefaction-table.—"Mr. *Hillings* gave 5*s.* per annum, to be paid by the overseers of Uley, being the interest of 5*l.* put into his hands, to be given away in bread on the 17th of February."

The 5*l.* is supposed to have been long ago applied to parish purposes, as every person succeeding to the office of overseer has paid 5*s.* annually in respect of this gift, which is laid out in bread, and distributed among the poor, together with the before-mentioned donations.

TETHERS'S CHARITY.

Tethers's Charity.

Same table.—"Mr. *Tethers* gave 40*s.* per annum, to be paid out of the estate called Oldminster, in the parish of Berkeley; 30*s.* to be given away in bread to the poor, and 10*s.* to the minister, for a sermon on St. John's-day."

This rentcharge is also regularly paid by the proprietor of the estate of Oldminster above mentioned, or his tenant, to the churchwarden of this parish, who distributes the whole of it in bread to the poor, together with the former donations. The 10*s.* intended for the ministers having been always given up by them for the benefit of the poor.

RICHARD HOPKINS'S CHARITY.

Richard Hopkins's
 Charity.

Same benefaction-table.—"Mr. *Richard Hopkins* gave 25*s.* per annum, to be paid out of the house formerly called the Bell and Apple-tree Inn, in the parish of Dursley, to be given away in bread to the poor on Easter Tuesday."

What was formerly the Bell and Apple-tree Inn is an old dwelling-house in the parish of Dursley, now belonging to Mr. John Lane, the proprietor of which has constantly paid this rentcharge of 25*s.* to the churchwardens, who have distributed it in bread to the poor of the parish, conformably to the directions of the donor.

CATHERINE WARLOCK'S CHARITY.

Catherine
 Warlock's Charity.

Catherine Warlock, by her Will, dated 23d January 1804, gave to the minister and churchwardens of the parish of Uley, to the minister and churchwardens of Slimbridge, and to the minister and churchwardens of the parish of King Stanley, 80*l.* in the three per cent consols each, upon trust, to lay out the interest in bread, near to St. Thomas's-day in every year, and to distribute the same among such number of poor widows in each of the said parishes who should be housekeepers, as they the said ministers and churchwardens for the time being should judge to be in most want thereof, with a power to sell out the stock, and invest the produce in the purchase of freehold lands.

The

The sum of 80*l.* three per cents given to this parish was transferred into and now remains in the names of the Rev. Ralph Locke, formerly officiating minister of the parish, and Thomas Croome and Thomas Lord, formerly churchwardens.

The dividends of this stock are received by the churchwardens, who distribute them in bread among poor widows of the parish about St. Thomas's-day every year.

HENRY STUBBS'S CHARITY.

Mention is made in the terrier before alluded to of a gift of 50*l.* in money, to be laid out in lands for the use of the poor of this parish, having been made by one *Henry Stubbs*; but there is no trace of any payment ever having been made in respect of this gift to the parish of Uley.

Uley.
Catherine
Warlock's Charity,
continued.

Henry Stubb's
Charity.

PARISH OF WOTTON-UNDER-EDGE.

THE FREE GRAMMAR SCHOOL.

By Letters Patent, bearing date 8 Richard 2, the said King granted his Royal Licence to *Katherine Lady Berkeley*, widow, to found and endow a free grammar-school at Wotton-under-Edge, in the county of Gloucester, to consist of a master and two poor scholars, collegiately to live together, and to have perpetual succession, and also to endow the said school with certain real estates as therein mentioned.

Wotton-under-
Edge.

The Free Grammar
School.

The school appears to have been soon afterwards founded and endowed by the said Lady Berkeley under the authority of the said letters patent, and of the licence contained in the same.

In the reign of his Majesty King James the First, doubts having been entertained whether the revenues of the said school were not become vested in the Crown by the statute made in the first year of the reign of Edward the First, intituled "An Act for the dissolution of Chauntries," a petition was presented to his said Majesty for the re-establishment of the school; and the said petition being referred by the King to the then Judges of the Court of Common Pleas, an information was by their direction exhibited in the Court of Chancery against certain lessees of part of the possessions of the said school, for avoiding their leases, and for the re-establishment and general regulation of the said school, in the course of which suit commissioners were appointed for surveying and valuing the lands, who found the possessions of the school to be 31 houses, and 162 acres and 10 perches of land, the yearly rents whereof were 21*l.* 4*s.* 6*d.*, and the value to be improved above that sum was 121*l.* 17*s.* 2*d.* They also found the value of Warren's Court, a controverted part of the premises, to be 38*l.* 1*s.* 4*d.* besides 48*s.* and 12*s.* payable out of the same.

The said cause coming on to be heard on the 20th January, in the 20th year of King James the First, two of the Common-law Judges being present and assisting at the said hearing, it was declared that all titles to the said lands under any letters patent, as also the leases of the said lands, were void; and it was ordered and decreed (among other things) that all the patents and leases should be cancelled, and all the possessions re-established in the school; and that the lands and possessions of the said school should be surrendered unto his Majesty, to the intent that the same might be re-granted, or such parts thereof as should be fit to be employed for the re-establishment of the said school, and for the maintenance of a greater number of scholars, according to the increase of the revenues, as occasion thereafter should be; and it was declared, that John Smith, his heirs and assigns, should have an estate in Warren's Court, and such premises as he then had in Nibley, intermixed with and adjoining his other lands for three lives, at one third of the rent, and that he and they upon request should have an estate in the premises renewed to them.

The lands and possessions of the said school having in pursuance of the said Decree been surrendered to the King, his Majesty, by Letters Patent, bearing date 24th May in the 22d year of his reign, after reciting the several matters

Wotton-under-
Edge.
—
The Free Grammar
School,
continued.

aforesaid, ordained and granted that there should be a grammar-school in the said town of Wotton-under-Edge, for the education and instruction of children and youths in grammar, and other good learning, to be called the Free Grammar School of the Lord Berkeley in Wotton-under-Edge, in the county of Gloucester, and that the same should consist of one master, and five or more poor scholars, who should be a body-corporate, have perpetual succession, and be capable of holding lands, and the first master and five first scholars of the said school were thereby appointed; and it was thereby further declared, that it should be lawful for the said Lord George Berkeley, and the heirs male of his body, and for default of such issue, for the lord of the manor of Wotton-under-Edge for the time being, within 60 days after a vacancy, to nominate and appoint a new master or scholars, and in case such nomination or appointment was not made within 60 days, power was given to the mayor of the borough of Wotton-under-Edge for the time being to nominate and appoint on such vacancy; and his said Majesty did thereby grant and confirm to the said master and scholars all the said messuages, lands and hereditaments, to hold the same unto them their heirs and successors for ever; and as by the said decree made in the said cause it had appeared that the rents reserved to the said master and scholars would for the present amount to 47*l.* per annum, it was ordained and appointed that the stipend of the said master of the said school should be 26*l.* 13*s.* 4*d.* per annum, and that the stipend of each of the scholars thereof should be 4*l.* and that as the rents and revenues of the said school should increase the number of scholars should be increased in manner therein-after directed; and that when the said revenues should be increased, whereby one or more scholars above five might be maintained in the said school and receive the aforesaid stipend of 4*l.* a year, the said Lord Berkeley, or the lord of the manor of Wotton-under-Edge, should elect and appoint so many new scholars as the increase of the said revenues should be sufficient to maintain; and because it might happen that it might become necessary in process of time that the ordinances therein contained should be enlarged or explained, power was thereby given to the said Lord Berkeley and his heirs male, and in default of such issue, to the lord of the manor for the time being, to make such other fit ordinances and constitutions explaining or enlarging the ordinances therein expressed, as well for the government, direction, election, amotion and expulsion of the master and scholars, as for the government and disposition of the possessions and revenues of the said school, and the stipends and exhibitions of the master and scholars, with a proviso that such ordinances and constitutions should not be contrary or repugnant to the laws of the realm, or to the ordinances therein contained, which ordinances being made as aforesaid, and allowed by the Bishop of Gloucester, or his chancellor, were directed to be inviolably observed; but it was nevertheless declared that the said letters patent should not in any manner derogate from the aforesaid decree, but that such decree should be observed and performed as fully as if the said letters patent had not been made, unless the same should thereafter in any particular point relating to the government of the said school be altered or explained by that court, and in such case, that the alteration or explanation so made should be observed and obeyed notwithstanding any thing to the contrary contained in the said letters patent.

To the said letters patent certain ordinances for the government and regulation of the said school were annexed, whereby it was declared among other things, that the Lord Berkeley, and such others to whom the nomination and election of the said master and scholars should belong, should on every vacancy appoint a religious, discreet, and learned man to be master, who should inhabit the said school-house, and teach grammar-scholars there, and should keep the said house in repair out of the revenues of the said school, in such manner as by the said patron of the said school for the time being should be thought fit.

That the scholars should be above 10 years of age on their admission, and should not continue after the age of 18.

That the master and scholars should not alien, lease or demise the possessions otherwise than as before mentioned.

That the master should not demand or take any money or reward of the said scholars for teaching them, above 6*d.* a quarter, nor of any other scholar born or inhabiting in the borough or village of Wotton, and North Nibley.

That

That prayers should be had morning and evening. That if any scholar should be absent a month, unless for cause allowed by the master, another should be elected in his place. That if the master by reason of old age, or other fit cause, could not attend to the school, and should not appoint a deputy, then such master should be removed by the patron, with the approbation of the Bishop of Gloucester, and another presented. That the scholars should every day, except Sundays and holidays, be employed by the master in the school from six to eleven in the morning, and from one to six in the afternoon, nor should it be lawful for the master to grant play-days, save only Thursdays in the afternoon, and not then if there should be a holiday in the same week. That the scholars should be taught to write a fair hand, to cipher and cast accounts, and use no language but Latin in the school. That the visitor should have power by himself or deputy to visit the school-house for reparations, the master for his good behaviour and diligence, and the scholars for their proceeding in learning, and to see those constitutions put in execution. That if the patron should take money, or money-worth for the schoolmaster's place, or for removing any master not convicted before the visitor, or for any scholar's place, he or she should lose the right of patronage for life, and the visitor should be patron during that time.

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continued.

In the year 1710 an information was exhibited in the Court of Chancery by the then Attorney General, at the relation of Samuel Bennett, clerk, then master of the said school, and John Austin, an inhabitant of Wotton-under-Edge, against George Smyth, esq. in order to set aside a lease granted to the said George Smyth of certain parts of the estates of the said school, and for other purposes relating to the regulation of the said school, and the revenues thereof; and various proceedings were had in the said cause, in the course of which it was referred to one of the Masters of the court (among other things) to inquire and state in whom the nomination of the schoolmaster was vested, and to report such proposals as might be laid before him for the establishment of the said charity.

The Master to whom the said cause stood referred made his report (which was confirmed by the court), bearing date on or about the 11th February 1725, whereby he certified that a proposal had been laid before him, signed by the said relators and the minister, mayor, and other principal and substantial inhabitants of Wotton-under-Edge, stating their desire that the schoolmaster's salary should be increased to 40*l.* per annum; that three scholars might be added to the scholars then belonging to the said school to make up the number ten. That all the scholars to be thereafter admitted should be approved of by the master and trustees in the proposal named, or the major part of them; that none should be admitted under 10 years of age according to the former ordinances of the school; that the allowance to each boy should be 4*l.* as usual. That the boys upon the foundation should be distinguished by gowns and caps. That the school should be rebuilt. That as the revenue of the school from certain lands situate at Nibley therein mentioned was increased by the event of the said suit from 32*l.* 10*s.* (which the said George Smyth had for some years paid the master for his salary) to 60*l.* per annum, and as there would be a sum of money left after the proposed increase of the master's salary, the rebuilding of the school, and the yearly allowance to the additional three poor boys, it was further proposed that the overplus, after paying the relators costs, should be applied in the purchase of lands, and that such lands, as also the revenues of the school, over and above the master's salary, should be vested in trustees for the purposes aforesaid; that the number of trustees should be seven, of whom the mayor and relators should be three, together with the then minister of Wotton-under-Edge aforesaid, as also the minister for the time being, and Richard Osborne, Thomas Blagden, and Daniel Adey, jun. therein named, to make up seven, and that when the number should be reduced to five, the surviving trustees should fill up the number by their own choice, or that of the major part of them; and there being several houses in Wotton out on leases at small rents, which when expired would considerably advance the revenues of the school, the yearly rent whereof had been usually received by the schoolmaster for payment of the poor scholars pensions, it was further proposed, that for the time to come the overplus of the revenues, as also the increase of the rents of the houses in Wotton, as well as the then rents, should be received by the said trustees, and applied as well for the maintenance of the then boys on

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the foundation, as of the three to be added thereto, and for increasing the number, or for the assistance of any one or more of them at the University, as the trustees or the major part of them should judge convenient; and the said Master further certified, that three other proposals had been laid before him, one on behalf of the defendant George Smyth, who desired that the right of his ancestors in presenting the schoolmaster and nominating the boys might be reserved and continued to him and his heirs; another by the Earl of Berkeley, who proposed that as the charity was founded by his ancestors, and as he the said Earl was also lord of the greatest part of the parish of Wotton-under-Edge, he thought it reasonable that he and his heirs should have the nomination of the trustees, and that he and his heirs, and the Bishop of Gloucester, should be the visitors; and a third by certain inhabitants of Wotton-under-Edge, who proposed that the mayor and aldermen of Wotton-under-Edge, together with six or eight of the parishioners, who were the largest payers to the poor, to be annually chosen at vestry, might be trustees, and that the visitation thereof might be vested in the Earl of Berkeley and his heirs, and the Bishop of Gloucester.

The said George Smyth being dead, the said suit was revived against his son, and his widow Margaret Smyth, and on their deaths the same was again revived against Richard Dowdeswell, administrator of the said Margaret; and by a Decree made in the said cause, bearing date on or about 1st March 1725; it was ordered and decreed that the said proposal of the said relators mentioned and referred to in the said Master's Report, should be established and confirmed, with this variation, that the nomination of the boys to be admitted into the said school should be made alternately by the said defendant George Smyth and his heirs, and the said trustees in the said proposal named; and that the nomination of schoolmaster should be in the said defendant George Smyth and his heirs; and it was further ordered, that the school-house should be rebuilt, and that an estimate should be made of the charge thereof, and it was referred to the Master to approve of a plan for re-building the said school, and that the money which the Master should think necessary for that purpose should be paid by the said Richard Dowdeswell, one of the defendants therein named, out of the money reported due from him to the said trustees, to be applied accordingly; and that the residue of such money should be laid out by them in a purchase of lands for the benefit of the said charity, such purchase to be made in the names of the said trustees; and it was ordered, that when the said trustees should be reduced to five, the survivors should fill up the number to seven, and should convey the purchased estates to themselves and such other new trustees; and it was further ordered, that the said Richard Dowdeswell should pay the relators the sum of 4,225*l.* 19*s.* 11*d.* reported due to them on account of the said school.

It appears that upon an account subsequently taken of the assets, there was found to be forthcoming only the sum of 940*l.*; and that with 450*l.* of this sum the school was rebuilt under the directions of the Master of the court, to whom it had been referred, and that 420*l.* was laid out in the purchase of lands at Charfield.

By an Act of Parliament, passed 39th Geo. 3d, 1799, intituled, "an Act for effecting an exchange of lands, between the trustees of the Free Grammar-School of Wotton-under-Edge, in the county of Gloucester, and Nicholas Owen Smyth Owen, esq., reciting that divers lands, containing about 166 acres, belonging to the school in or near the parish of North Nibley, lay dispersed among the estates of the said Nicholas Owen Smyth Owen, which had been for near two centuries in the possession of him and his ancestors, and for which he and they had ever since the year 1718 paid the yearly rent of 60*l.* but the particular boundaries could not be ascertained by reason of the same having been treated by them in the light of a fee-simple estate, and laid into and intermixed with their adjoining freehold lands, they being entitled to a lease of about 108 acres thereof renewable for ever, at one third part of their yearly value; and reciting, that the said Nicholas Owen Smyth Owen had proposed and agreed to and with the said trustees to convey to or vest in them the fee-simple and inheritance of so much of a farm and lands called Starwell, in North Nibley, as should be of the yearly value of 107*l.* That the master of the school and the trustees had agreed to make the exchange; and in consequence so much of

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the said farm and lands had been marked out and set apart by a surveyor, and which are specified in a schedule to this Act, it was enacted that the proposed exchange should be established and confirmed, and the parties be bound thereby, and that the messuage, closes, &c. so marked out, with the appurtenances, should be and were thereby vested in and settled upon and to the use of the then mayor of the town of Wotton-under-Edge and his successors, and the then five other trustees of the said charity and their successors for ever, to be chosen by all the remaining or surviving trustees of the said charity for the time being, or the major part of them, whenever the trustees (other than the mayor or vicar) should by death be reduced to three, for such trusts, intents and purposes as should be then subsisting of and concerning the charity-estate thereafter vested in the said Nicholas Owen Smyth Owen by way of exchange; and that the 166 acres or thereabouts of land wherever situate, (except such parts, if any, as might be intermixed with the lands given in exchange to the charity) and other the lands and buildings of the said charity in the possession of the said Nicholas Owen Smyth Owen, should be vested in and to the use of him and his heirs in exchange for the lands and hereditaments thereinbefore vested in the said trustees, with usual clauses of re-entry in case of the eviction of either party by reason of any defect of title; and it was further enacted, that in case any difficulty should at any time or times arise touching the application of the increased revenue arising to the charity in consequence of the exchange, or thereafter to arise from the charity-estate, or respecting any matter or thing in regard to the regulation or constitution of the said charity, or the ordinances thereof, it should be lawful to and for the master, patron or trustees, to prefer a petition to the Lord Chancellor, Lord Keeper, or Lords Commissioners of the Great Seal, who were authorized and directed to cause the same to be heard in a summary way, and such orders as the Court of Chancery should make therein should be observed and obeyed by and should be final and conclusive to all persons.

All the original trust-property in lands appears to have been comprehended within the 166 acres mentioned in the said Act, as lying in or near the parish of North Nibley, dispersedly among the estates of Nicholas Owen Smyth Owen, esquire. These were exchanged for 133*l.* 3*s.* 12*d.*, together with a house and garden, as mentioned in the same Act. The lands so lying among Mr. Owen's were held by him of the trustees, as a yearly tenant at the rent of 60*l.* The lands taken from him in exchange, though less in quantity, were at the time of passing the Act valued at 107*l.* per annum, and now produce 136*l.* per annum, which excludes all question as to the advantage derived to the charity by the exchange. They lie compactly together. - £. 136 - -

The rest of the landed property is in Charfield, being a farm, consisting of 40 acres and 36 perches, according to a map made in the year 1763, and purchased in 1748, with the said sum of 420*l.*, part of the assets above mentioned. It is let to one tenant from year to year, at a valued rent of 24*l.* per annum. In the year 1817 it was let by auction for 37*l.* and it is now intended to consult a surveyor as to the probability of getting better terms upon a fresh letting. We understand that it is considered as land of indifferent quality - - - - - 24 - -

There are 22 houses also belonging to the charity, all at Wotton-under-Edge, except one, which is at Newport in the parish of Berkeley. It has been the practice, as far back as any accounts go, to lease out these tenements upon long terms, determinable with three lives, taking fines, and reserving small rents, and renewing the same from time to time; the amount of these rents, which has been the same for many years, is, per annum - - - - - 37 17 6

This is considered as the most provident mode of letting for ensuring the support and maintenance of the buildings.

The average of the fines taken upon 26 years, is - - - - - 44 - -

For a few years last past these fines have been calculated upon the improved value of each estate, such value being ascertained by the estimate of a competent surveyor. But it is admitted, that at a former period there was less regularity in this part of the management. Every proper caution appears to be now used in preventing any loss upon the charity-estate. The present impression seems to be that the principle on which the fines were formerly taken was more loose and arbitrary than it ought to have been. It is expected that the value of the property will be progressively increasing.

We have found upon comparing the fines mentioned in the several subsisting leases with the entries in the books, that they have been all

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properly brought to account, and those fines, except one which we are about to observe upon, are, according to the general opinion, commensurate to the value of the respective premises. With respect to the fine taken from a Mr. John Cooper, though the amount appears to have been much below the value of the renewal, yet it has also appeared in evidence to us, that the insufficiency of the fine has been compensated by a considerable expenditure in buildings and improvements upon the trust-property.

There is also some property in the funds arising from savings of income, and occasional sales of timber upon the estate. This timber has been sold according to the valuation of a surveyor of character; and there is no doubt existing of the full value having been obtained on every sale.

Sometimes the balances have been considerable, arising from these sources, which balances have been reduced by occasional investments in the funds, as will appear by the book of accounts.

The property in the funds so produced, and which is all in the $3\frac{1}{2}$ per cents, amounts in that stock to 3,850*l.*, the annual dividend being - - -

The stock stands in the names of William Moore Adey, John Blagdon Hale, John Jortin, and George Austin, esquires.

The total income therefore is	- - -	£.	376 12 6
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The treasurer is annually appointed out of the trustees in rotation, and his accounts are audited at an annual meeting of the trustees called for the purpose, who confirm it by their signatures,

The last settled account, which was up to May 1826, was examined and allowed by four of the trustees on the 15th June following, when a balance of 479*l.* 8*s.* 9*d.* appeared to be in the hands of the treasurer; since which time 200*l.* $3\frac{1}{2}$ per cent stock has been purchased by the trustees, which cost 174*l.*, and the same being deducted from 479*l.* 8*s.* 9*d.* leaves the present balance (October 1826,) 305*l.* 8*s.* 9*d.* in the hands of R. H. B. Hale, esq., the treasurer.

Expenditure :		£.	s.	d.
The master's salary is 80 <i>l.</i> a year, with a gratuity of 20 <i>l.</i> , making in the whole, per annum	- - - - -	100	-	-
The foundation-boys, 10 in number, have 6 <i>l.</i> a year each, according to the last decree, which 6 <i>l.</i> is paid to their parents, or to the persons at the charge of maintaining them	- - - - -	60	-	-
There are at present no exhibitioners, nor has there been any expenditure on that object for the last four years.				
The annual amount of what is laid out in caps and gowns for the boys is about	- - - - -	15	-	-
Two guineas a year to the clerk for collecting the chief-rents, and attending the meetings of the trustees	- - - - -	2	2	-
Land-tax and insurance about	- - - - -	6	-	-
The average of repairs may be taken at	- - - - -	30	-	-
Chief-rent to Colonel Berkeley	- - - - -	-	14	4
		£.	213	16 4

Leaving a surplus income of 162*l.* 16*s.* 2*d.*

There have been successive renewals of the trustees, but no regular conveyance of the property. The Act of Parliament for effectuating the exchange above mentioned has provided that the trust-premises should be vested in the mayor of the town of Wotton-under-Edge, and his successors, the vicar of the parish, and his successors, and five other trustees of the charity, and their successors, for ever, to be elected by all the remaining or surviving trustees of the charity for the time being, or the major part of them, whenever the trustees, other than the mayor and vicar, should be reduced to three.

The school-premises consist of a large stone edifice, serving the purposes both of the school and the master's dwelling-house, the latter sufficiently large to admit of private boarders. The school-room is on the ground-floor, about 35 feet in length by about 20 feet in width. The master has a study and two sitting-rooms on the ground-floor, with numerous apartments above, and all the necessary offices, a small garden, a play-ground, with a stable and yard; the whole is in complete repair, and kept so by the trustees out of the revenues of the school.

Besides

Besides the 10 scholars upon the foundation, who receive 6*l.* each per annum, there are 14 others educated gratuitously, who have been sent with the sanction of the trustees. The present master was appointed by Mr. Smyth as patron, which has been the constant practice as far as memory goes. The 10 boys are appointed alternately by the trustees and the patron.

The boys receive a classical education as at public schools, it being treated strictly as a grammar-school for the purpose of qualifying them for the Professions and the University; and there are many instances of boys being sent from the school to one of the Universities to be qualified for the learned Professions.

Mr. Cornwall, the present master, is 81 years of age, and too infirm for the active management of the school, which is now permitted to devolve on the Rev. George Cornwall, his son, who appears to give satisfaction both as to morals and competency of learning.

It has been remarked by several of the respectable inhabitants of the town that many of the boys among the 14 sent to the school do not come sufficiently prepared with the elements of learning to receive classical instruction, and that some of them are sons of very low parents. Upon this being represented to the trustees, they have undertaken in future, that upon every proposal of admitting a boy into the school, such boy before his admission shall be submitted to the examination of the master, whose report they will hear as to the propriety of admitting him, and exercise their discretion accordingly.

It is here to be observed, that the gentleman who has lately appointed the boys alternately with the trustees is John Jortin, esq., who claims the right of exercising that power in virtue of a purchase by him from the late Nicholas Owen Smyth Owen, esq. of the Nibley estate, together with the patronage of the school.

The conditions of sale of the Nibley property, with others made in 1798, contain under lot 2, the following particular:—"And with the above estate will be sold the patronage, and perpetual and sole right of nomination and presentation of the master to the free grammar-school in Wotton-under-Edge, and the alternate right of nomination with the trustees of the said school of the scholars of such school."

The sale was carried into effect by an Indenture dated 20th July 1799, whereby Mr. Owen, in conjunction with his trustees, conveyed the patronage and right of nominating the master for the time being of the free grammar-school in Wotton-under-Edge, and the alternate right of nominating the poor scholars for the time being on the foundation of the said school.

THE HOSPITAL FOUNDED BY HUGH PERRY.

Hugh Perry, alderman and mercer of London, by his Will, made on or about the 20th April 1630, did thereby devise, among other things, that 1,000*l.* out of his personal estate should be given to the mayor and burgesses of Gloucester, to be lent by them in manner following, viz., 200*l.* to young men, clothiers of Gloucester, at five per cent in manner therein expressed, and 800*l.*, the residue, to eight young men, clothiers of Wotton-under-Edge, at the same interest, upon sufficient securities to be allowed as therein mentioned; and as to the yearly profit of the said 1,000*l.* so to be lent out at the rate aforesaid, amounting yearly to 50*l.*, he devised that the said mayor and burgesses of Gloucester should yearly pay the said 50*l.* to the mayor of Wotton, and his brethren, and their successors for ever, by equal portions, at Lady-day and Michaelmas, upon trust, that they should disburse 8*l.* thereof for apparelling with gowns, shirts, stockings, shoes and smocks, as far as the same would go, among certain persons to be remaining in the almshouse thereafter mentioned in equal portions upon the Feast of All-Saints, and 5*l.* more for wood and coals to be equally distributed to the said poor almsfolk at the said feast of All-Saints for ever, and to each of them 20*s.* a-piece in money, at the four usual feasts; and in case any of them should misbehave, then his or their part to be delivered to the other poor people within the town of Wotton, as the mayor and his brethren of the said town should see fit to receive the same, so as such person or persons should be of the age of 50 years at the least.

And that 12*l.* more of the said 50*l.* should be paid by the said mayor and his brethren to six worthy lecturers for the time being, that should read the

Wotton-under-Edge.

The Free Grammar School,
continued.

The Hospital founded by Hugh Perry.

Wotton-under-Edge.

The Hospital
founded
by Hugh Perry,
continued.

lectures at the said town of Wotton upon every Tuesday, or any other following day of the week, at the appointment of the said mayor and his brethren, being 40s. a sermon. And in case such lectures should not be supplied, then the 12l. should be paid to one divine that should preach a lecture on every Tuesday or any other following day of the week at their election, to be chosen as aforesaid.

And he willed that the said mayor and his brethren should pay 8l. more to an usher, to be by them elected, to the intent that he should teach the youth in the free-school in Wotton to write and cipher, and read Divine Service at the almshouse at Wotton to the poor almsfolk there, at 11 o'clock daily for ever, except upon festival-days and lecture-days, and except upon such other days as for necessary occasions he should obtain leave in writing of the mayor of the said town in Wotton-under-Edge to be absent, and then not to be absent above 30 days in one year, *conjunctim et divisim*; and he willed that the said almsfolk should from time to time be present at the said Divine Service if they were in health, without some lawful excuse, or leave obtained of the said usher to be absent. And if leave should not be obtained for the usher to teach in the free-school of Wotton, then the mayor and his brethren, and their successors, were to appoint a place for the said usher to teach in.

And 5l. more, residue of the said 50l. should be paid yearly for ever unto 5 boys that should yearly go up to London to be bound apprentice, viz. to two from Gloucester, and three from Wotton, and if so many should not go, then the said 5l. to be divided among those that should go, whereof a moiety was to be paid them at their going, and the rest a year after they were bound.

And if any of the said 1,000l. should happen to lie dead, the same to be proportionately abated out of the several sums aforesaid.

And the said testator did also by his said will give to the said mayor and his brethren of the said town of Wotton aforesaid, the sum of 300l. to purchase in the names of themselves, and of the parson and churchwardens there for the time being, as feoffees in trust, a convenient place near the church of Wotton, to build a convenient house thereupon for six poor men and six poor women, laying a garden thereunto, with other conveniences that should be thought requisite.

And he did also give to the said mayor and his brethren 250l. more to purchase in manner aforesaid, as feoffees in trust, lands and hereditaments near the said church, if it might be, or elsewhere, of the clear value of 13l. per annum, for ever, whereof 12l. was to be yearly paid to the six poor men and six poor women that should be chosen to inhabit in the said almshouse, on Lady and Michaelmas-days, by equal portions, and the 20s. residue to be for a dinner once a year for the mayor and his brethren, and the parson and churchwardens of Wotton, and their successors, for ever, who were to choose into the said almshouse six poor men and six poor women, having inhabited in the said town of Wotton for the space of four years before, at least; and if there should be cause to eject such poor men and women, the same was to be at their discretions; and he also directed that so soon as so many of the said mayor and his brethren, the parson and churchwardens of Wotton, or their successors, in whose names the said hereditaments should be purchased, should happen to die, so that but the number of six of them should be living, that then the survivors should convey the trust-premises unto sixteen other sufficient persons of the same town, and their heirs and assigns, for ever, upon the trusts aforesaid.

And the same testator did on or about the 30th of October 1633, by a codicil annexed to his said will, direct that the said 1,000l. bequeathed to the city of Gloucester for the uses aforesaid should be given to the Company of Mercers in London for the same uses, and be conferred on Wotton-under-Edge, and that the benefit so given to Gloucester should come to the poor of the said company.

By a decree of the Court of Chancery made in the 17th year of Charles I. in a cause wherein William Young, mayor of Wotton, and other inhabitants of the said town were complainants, and Edward Lord Newburgh and the Lady Catherine his wife, (formerly the widow of the testator, and executrix of his will), and the Company of Mercers in London, were defendants, reciting the said will and codicil to the above effect; and that about December 1634 the

said

said Hugh Perry died; that his widow intermarried with the said Lord Newburgh; that the said Lord Newburgh and his lady having possessed themselves of the estate of the said Hugh Perry had disbursed 85*l.* part of the said 300*l.*, towards purchasing messuages and other small tenements in Wotton called Harsfield Court, for the building of an almshouse, and had paid to Henry Fenn, one of the plaintiffs, the residue of the said 300*l.*, with which an almshouse had been built accordingly, and poor people placed therein, and that the Company of Mercers had refused to accept the said 1,000*l.* for the said purposes; it was adjudged and decreed, that Sir Robert Pointz, Edward Stephens, John Stephens, John Smyth, and Matthew Hale, esquires, or any three of them, should be trustees for the setting out and employing of the said money according to the intent of the will of the said Hugh Perry, which if they could not with conveniency do upon personal security, they were to lay it out in land; and it was ordered that the defendants Lord Newburgh and his said Lady should at Michaelmas then next pay over to the said John Stephens the said sum of 250*l.* to be laid out in land for the purposes aforesaid, and should also pay to the said John Stephens the said sum of 1,000*l.* at Whitsuntide then next, to be employed as aforesaid; and as to the sums which by the will were to be paid unto the poor, it was ordered that the defendants, the said Lord Newburgh and his lady, should, according to the said will, pay the same for the time since the bill had been exhibited; and touching the 300*l.* paid to the plaintiff Henry Fenn as aforesaid, it was ordered that the said gentlemen, or any three of them, should take and examine the said Fenn's account for the same.

By an Indenture, dated 17th July, 23 Car. I. made between Henry Trotman, Ann his wife, and John Trotman, heir apparent of the said Henry Trotman, of the first part; Sir Robert Pointz, Edward Stephens, John Stephens, John Smyth, and Matthew Hale, esquires, of the second part; and Thomas Dawe, mayor of Wotton-under-Edge, and 16 others, therein described as inhabitants of the town and parish of Wotton-under-Edge, of the third part; reciting so much of the will of the said Hugh Perry as related to the said bequest of 1,000*l.*, and also referring to the said decree; It is witnessed, that for the consideration of 1,015*l.* the said parties of the first part granted unto the parties of the third part a messuage, with the appurtenances, called Upthorp, alias Upthrop, with two gardens, and four orchards adjoining, containing by estimation six acres, lying in Cam in the county of Gloucester; a close of pasture called Coweleys; two closes of meadow called Cowleaze, containing in the whole by estimation 28 acres, in Cam aforesaid; four acres of arable land lying in a field called Warrington, next to Upthorp Green; a close of meadow called Broad Mead, containing by estimation eight acres, in Cam, Slimbridge, or one of them, in the said county; and the following closes or parcels of land in Cam aforesaid: 2 $\frac{1}{2}$ acres of meadow-ground, by estimation, called Sparke; a close of meadow called Lower Crowlands, containing by estimation 4 $\frac{1}{2}$ acres; a close of meadow called Beale Mead, containing by estimation four acres, in Cam aforesaid; a close of meadow called the Laye, containing by estimation four acres; 1 $\frac{1}{2}$ acre of arable land called Long Tagge, in a field called the Lower Field; an acre of arable land called Wickslowes Gate, in the said field called the Lower Field; five acres, by estimation, of arable land, called Selmans Gate and Covey Lands, lying in the lower field; two acres, by estimation, of arable land, called Wers Ditch, in the Lower Field; 1 $\frac{1}{2}$ acre, by estimation, of arable land in the common field, called Wood Field; half an acre of arable land adjoining to the last-mentioned 1 $\frac{1}{2}$ acre; an acre, by estimation, of arable land in Wood Field; two acres of arable land also in Wood Field; 1 $\frac{1}{2}$ acre, by estimation, of arable land in Wood Field, in the Throat there; half an acre, by estimation, of arable land lying also in Wood Field, in four rudges there; one acre, by estimation, of arable land, called Hart Acre, in Wood Field aforesaid; one acre, by estimation, of arable land, called Hawthorn, in the common field called Crapens Field; half an acre, by estimation, of arable land lying in Crapens Field aforesaid; 1 $\frac{1}{2}$ acre, by estimation, of arable land, called Broad Acre, lying in Crapens Field aforesaid; and one acre, by estimation, of arable land, called the Top of Crapen, also in Crapens Field aforesaid, with the several rights, members and appurtenances, to hold the same to and to the use of the said parties of the third part, their heirs and assigns, for ever.

Wotton-under-Edge.

The Hospital
founded
by Hugh Perry,
continued.

Wotton-under-
Edge.

The Hospital
founded
by Hugh Perry,
continued.

The trusts of the said conveyance were declared agreeably to the said will by an indenture, dated 17th July 1647.

It is supposed, and understood, that the purchase of the plot of ground called Harsfield Court, with the building of the almshouse thereupon, and the different appendages, including the chapel, absorbed the 300*l.* made applicable to that purpose by the will.

The manner in which the before-mentioned sum of 250*l.*, bequeathed by the will to raise 13*l.* per annum for the purposes therein mentioned, was disposed of, will appear from the following document:

By Articles of Agreement, dated 14th April 1660, between Nicholas Webb and others, to whom Lord Berkeley, by an Indenture, made 22d November 1659, had granted in fee the market and market-place, with the tolls and profits thereof, as feoffees for the town, of the one part; and Francis Jobbins, mayor of the town of Wotton-under-Edge, and other persons therein mentioned, aldermen of the said town, of the other part; reciting the said grant, and also the will of the said Hugh Perry, as far as relates to the said gift of the 250*l.*; it was thereby agreed between the said parties, first, that the said sum of 250*l.* so given as aforesaid should be disbursed towards the payment for an assignment from one William Orchard of his leasehold interest in the same premises, subject to which the same had so been granted for the benefit of the town by the said Lord Berkeley.

Secondly. That the said feoffees and their successors should apply the profits of the said market towards the payment of the remaining part of the consideration for the said assignment, with interest.

Thirdly. That after such payment made the whole profits above the reserved rent of 10*l.* and the 13*l.* by the year paid to the said lecturers, and for the said mayor's dinner, should be employed as the said mayor and aldermen and the said feoffees should direct.

The deed then contains other provisions with respect to the management and application of the market-profits and for the renewal of the feoffees.

By a subsequent Indenture, bearing date 28th April 1679, which appears to have been made as well for filling up some vacancies occasioned by the deaths of feoffees, as for making more specific provision for the application of the profits, it is witnessed, and thereby declared amongst other things, that the said market-place and premises should be thenceforth chargeable with the payment of 13*l.* per annum, and that from thenceforth the same 13*l.* should, out of the profits thereof, be duly paid yearly in manner following, viz.; the sum of 12*l.* yearly to six lecturers, who should preach the lecture-sermons in Wotton aforesaid, and the other 20*s.* yearly for the dinner of the mayor for the time being and his brethren.

The trust-property in the premises purchased with the 1,000*l.* has been regularly transmitted through a succession of trustees, the last feoffment being dated 28th January 1767, which passes the lands by the same names and quantities respectively as those which are contained in the deed of purchase. According to a survey made in the year 1806, the Charity Estate consists, by admeasurement, of 71*A.* 2*R.* 15*P.*

The market-place, with many houses standing upon the same, and which are let for lives, with fines and chief-rents, is valuable property, and may be considered as ample security for the annuity of 13*l.* so charged thereupon.

The above account comprehends all the property derived under the will of Hugh Perry, the original founder; but the Hospital has received various subsequent accessions from the bounty of other individuals.

Sarah Winchcombe's Gift.—*Sarah Winchcombe*, late of Wotton-under-Edge, widow, by her Will, dated 27th May 1773, gave to Edward Bailey and Sampson Carey, her trustees and executors, the sum of 40*l.* upon trust, that they and the survivors of them, and the executors and administrators of such survivor, should put forth and continue the same at interest in any of the public funds, or private real securities, at their discretion, and should pay and equally divide the proceeds between the 12 poor persons for the time being in that part of the

the Hospital at Wotton-under-Edge, which is called the Old Hospital, in augmentation of their then pay ; and she further directed that her trustees, by any deed or writing under their hands, to be attested by two witnesses, should appoint such persons as they should think fit to succeed them, as trustees in the execution of the trusts above mentioned, with like power to every succeeding set of trustees, and the survivors and survivor of them, from time to time for ever.

Wotton-under-Edge.
The Hospital founded by Hugh Perry, continued.

The said legacy of 40*l.* was invested by the trustees and executors under the will in the three per cent consols, in the names of Edward Bailey and Sampson Carey, together with 30*l.* given by the same testatrix for the support of the Blue Charity School in Wotton, and the same has remained ever since its investment in the same names. The amount of the stock so purchased, with these two sums, was 112*l.* 13*s.* 6*d.* producing a total interest of 3*l.* 7*s.* 7*d.* out of which the proportion due to this hospital will be 1*l.* 16*s.*

Mary Blagdon's Gift.—*Mary Blagdon*, by her Will, dated 19th October 1722, gave 20*l.* to be put at interest, or laid out in lands, by her trustees, Thomas Blagdon and Daniel Adey, to be distributed in bread to the poor people in the Hospital at Wotton on Good-Friday.

In the year 1798 this 20*l.* which probably had before that time been lent on private security, was invested by John Blagdon Hale, esquire, on 24th October 1798, in the purchase of 40*l.* three per cents reduced, in his name, the interest of which, being 24*s.*, is received by Mr. Hale, and laid out in the distribution of bread among the poor of this Hospital.

Thomas Perry's Gift.—*Thomas Perry*, of Wotton-under-Edge, by his Will, proved 27th April 1826, gave to the trustees of the Hospital in Wotton-under-Edge, founded by his ancestor Hugh Perry, and their successors, the sum of 1,000*l.* in trust, to place and continue the same at interest, and to pay the interest yearly between the six poor men and six poor women from time to time inhabiting the said Hospital, in addition to what they should otherwise receive and be entitled to.

£. 900, to which the above legacy was reduced by the payment of the duty, was laid out on the 28th of July 1826 in the purchase of 1,163*l.* 3*s.* 6*d.* three per cent consols, in the names of Humphrey Austin, William Gyde Adey, Daniel Adey, and William Moore Adey, on which a dividend of 34*l.* 17*s.* 10½*d.* will be payable, but the same has not yet been received.

Out of the real property purchased as above, 61 A. 2 R. 20 P. are let to John Smart as yearly tenant, at a rent of

	£.	105	15	-
In settling the amount of which rent the trustees have been governed by the opinion of a respectable surveyor.				
3 A. 0 R. 20 P. are let by the year to Daniel Savage, at the rent of	-	4	-	-
6 A. 3 R. 15 P. are let to George Lawrence, as yearly tenant, for	-	8	-	-
None of the lessees are trustees, or employed by the trustees.				
Total rent is	-	117	15	-
To which is to be added the 13 <i>l.</i> secured upon the market	-	13	-	-
And the share of the interest of the legacy of Sarah Winchcombe	-	1	16	-
	£.	132	11	-

The interest of the 1,163*l.* 3*s.* 6*d.* not having yet been received is not to be considered as at present making a part of the income to be accounted for.

The proceeds of the 20*l.* derived under Mary Blagdon, is not treated as a part of the regular income, being dispensed in bread to the poor people of the Hospital, under the direction of R. B. Hale, esquire.

Perry's Hospital is a stone building in Church-lane, fronting the street to the west, opposite to which is the Hospital of Thomas Dawes to the east ; and partly on the east, and partly on the south, is the General Hospital, the whole forming three sides of a square, having an open court in the middle, with a small chapel at the north end.

Wotton-under-
Edge.
The Hospital
founded
by Hugh Perry,
continued.

Perry's Hospital consists of six rooms on the ground-floor, and six above, occupied by 12 persons, six men and six women, each of whom receives 5s. per week, making together a total per annum of - - - £. 156 - -
The annual expenditure upon this hospital for clothes, taking the same at a moiety of the whole laid out in this hospital and the General Hospital, the accounts thereof being blended, appears to be about - - - 8 8 6
Half of the total expenditure on coals is - - - - - 9 13 8

Perry's Hospital being the oldest is often in want of repair, which object is provided for out of the general fund in the hands of the trustees, applicable to all the three hospitals. The premises are also sufficiently insured.

£. 12, out of the 13 l. arising from the investment in the market-property, is paid to six clergymen for preaching a sermon every Wednesday in turn at the parish church at Wotton, which lectures are attended usually by the old people in the hospital, and regularly by the boys of the Free School and the Blue School - - - - - 12 - -

The 20s. makes a part of the expense of a dinner out of this fund for the mayor and corporation on St. Simon and St. Jude's day, on which day they audit the accounts - - - - - 1 - -

£. 187 2 2

It appears from the above statement that the claims of this Hospital, arising from the donations specifically applicable to its support, are more than satisfied.

It will be seen hereafter that this institution is entitled to participate in other bounties with other charitable institutions in the town.

Once every two years the almsmen have each a coat, and the women a gown; they are furnished also with linen, and stockings and shoes, or the money to purchase them; and each is allowed about half a ton of coals a year; they find their own furniture and food.

It is considered as the province of the mayor to visit and inspect the hospital.

The rules which are kept in a frame and appear to be of very long standing, are in the following terms:

"The following are the articles and conditions to be observed by those poor men and women that enjoy the charity of Hugh Perry, esquire, and alderman of London:

If any persons in this almshouse shall behave themselves in carriage and conversation as to be thought unfit and unworthy of the charity of this gift, then their part and portion of apparel, fuel and money, shall be given to such persons as the mayor and his brethren shall think fit.

The persons enjoying this charity shall constantly attend upon the public prayers at the time appointed for them to be read.

Those neglecting to attend on the prayers without lawful cause, to be approved of by the mayor, shall be deemed as unworthy of the charity aforesaid which shall be distributed to other poor people, as the mayor and his brethren shall think fit.

The lecturer shall not be absent without the leave and consent of the mayor.

The chapel shall be kept clean and decent by some one almsman, to be appointed by the mayor, who shall pay for the same.

The poor scholars taught by this gift are to be always present when the prayers are read."

We find in the old account-book of this Hospital the following entry:

"December 20th 1697.—It is agreed upon by the mayor of Wotton-under-Edge, and his brethren, whose names are subscribed, that the poor people of the new almshouse shall wear gowns, with the letters on them, in remembrance of the donor, and they shall begin this year, and have new ones made once in three years, and whoever of them shall refuse to wear them constantly to the church, and prayers in the chapel, or to come to the said prayers, shall have no privilege of the gift.

Signed by the mayor and the trustees.

It has not for many years been thought expedient to carry the above resolution respecting the dress of the poor people into practice, but the rule enjoining a regular attendance at prayers appears to be enforced.

THOMAS DAWES'S HOSPITAL.

Thomas Dawes, late of Wotton-under-Edge, esquire, by his Will, dated 31st October 1712, gave to his wife, his brother Dawes, and others therein named, and their heirs, his messuage with the appurtenances in Bournstream in the parish of Wotton, and all his lands, meadows and pasture-ground there, lying upon the right-hand of the way leading from Wotton to Nibley, and an acre, or thereabouts, of arable land adjoining the road on the left-hand of the same way just before Burlingham; and also his close of meadow or pasture called Cockpit Acre, adjoining to the messuage at Bournstream, then held of the Earl of Berkeley, upon trust, for the use of the poor of the parish of Wotton-under-Edge aforesaid, to be settled and established for ever, by the said trustees, to such use and in such manner for the said poor as in their discretion they should think most convenient and beneficial.

Wotton-under-Edge.

Thomas Dawes's Hospital.

An information was filed on the 16th of February 1720, in the Court of Chancery, at the relation of the several persons therein named, inhabitants of the said town, against Samuel Dawes, and others the trustees of the said will, it was thereupon decreed that the charity should be confirmed; that the defendants should account; and that new trustees should be appointed with the approbation of the Master of the court. In pursuance of the said decree the Master made his report, dated 20th June 1722, stating that the lands were of the yearly value of 20*l.* 10*s.* and no more, which, after deducting for outgoings, had been applied to the maintenance of a charity-school in Wotton-under-Edge; and that from Lady-day 1719 the rents of the said lands for that year, and for the years 1720 and 1721, by reason of a difference as to the manner in which the same should be applied, still remained undisposed of; the report further stated the names of the new trustees proposed and approved of, and a further proposal, that the profits of the charity-land, as well the rents in hand as the growing rents, should be employed in erecting an hospital in Wotton-under-Edge for six poor people or families, adjoining to an hospital in the said town endowed by one Mr. Perry, and that the trustees might be at liberty to agree for ground sufficient to build the same.

By a decree, dated 28th February 1722, confirming the report, it was ordered that the said proposal should be adopted, and that the then present and future rents should be applied by the trustees accordingly, but that the said trustees were to take care that in the nomination of six poor persons or families they did not nominate such persons as were chargeable or likely to be chargeable on the said parish.

The devised premises were conveyed in obedience to the said decree to persons therein named as trustees.

Shortly after the said decree, it appears from the account-book of the hospital that the buildings were begun; and by a lease for a year, dated 19th June 1723, preparatory to a release which could not be produced, it further appears that certain premises therein described as "all those six new houses or rooms, and the ground whereon they stood, at the lower end of the court or yard belonging to Mr. Perry's Hospital, formerly Harsfield Court, in the church-lane, and also six pieces of garden-plot there set out, with the free use of the chapel, well, house-of-office, and ways, &c. belonging to the same hospital, with other poor people there," were conveyed to certain persons therein mentioned.

The six rooms with the garden-plots mentioned in the last Indenture constitute what is now called Thomas Dawes's Hospital, with a certain quantity of ground annexed, laid out in gardens, of which the poor people in the hospital have the use under proper restrictions.

The property so devised by Thomas Dawes has been regularly transmitted, the last trust-deed being dated 2d June 1802, under which the Rev. W. D. Tattersall, W. M. Adey, and R. H. B. Hale, esquires, are the surviving trustees.

The old messuage or tenement left by the will of Thomas Dawes is still standing, with a small piece of ground adjoining, on which there are a barn and stable.

There are also lands in the possession of the trustees, partly arable and partly pasture, consisting of about 23 acres, lying within old inclosures, answering

Wotton-under-
Edge.
Thomas Dawes's
Hospital,
continued.

to those which in the will are described as lying upon the right-hand of the way leading from Wotton to Nibley, and there is also an acre of land adjoining to the same, on the left of the road just before Burlingham, ascertained by land-marks.

The acre called the Cockpit, and which was originally leasehold, held of Lord Berkeley, appears to have fallen into possession in 1783. The Earl for some time after that time permitted the trustees to hold that acre for the benefit of the charity, at will, on payment of 5s. per annum, but sold the same about the year 1808 to a purchaser, who let the land to the charity-trustees for 3l. per annum, at which rent it has continued to be held ever since. It is situated close to the devised messuage above mentioned, and adjoining the charity-lands.

At various times, small quantities of timber, consisting of oak and elm, have been cut down upon the estate, the produce of which has been laid out in the public funds. The amount of stock so produced is 400l. in the 3½ per cents, now standing in the names of Robert Hale Blagdon Hale, and William Moore Adey, esquires.

The interest of this charity in the money left by the will of Thomas Cliss-hold will appear in the Report which will follow this case.

For several years before the year 1809 it appears that the trustees, in whom the distribution of Mr. Clisshold's donation was discretionally vested, bestowed a great part upon this hospital, probably considering that it stood most in need of assistance; but in the year 1809 it is supposed to have been consolidated with the general hospital-property, consisting of stock in the public funds, from which time the other hospitals in the town have been allowed to engross the whole. The Rev. Mr. Tattersall not having been resident in Wotton-under-Edge for some years has neglected to exercise the control vested in him by the donor over the last-mentioned fund, being satisfied, as it appears, with the discretion of the trustees of the general fund.

	£.	s.	d.
The messuage above mentioned, with the lands on the right-hand side of the road leading from Wotton-under-Edge to Nibley, is let for seven years, at a rent of - - - - -	80	-	-
At the highest time it was let for 107l., which was afterwards, as other rents, necessarily reduced. The present rent is considered as equal to the value of the land.			
The acre of land on the left-hand side of the road is let for - - -	3	10	-
Dividend on stock - - - - -	14	-	-
Making the total income - - - - -	£.	97	10 -

	£.	s.	d.
The hospital contains six aged persons of both sexes, appointed by the trustees, out of the parishioners, who each receive 4s. a week, making, per annum - - - - -	62	8	-
The poor people are in great part clothed at an annual average expense of about - - - - -	7	-	-
They are also provided with coals, which cost about - - - - -	5	-	-
Insurance - - - - -	-	15	-
Rent of the Cockpit-acre - - - - -	3	10	-

This expenditure, not including repairs, compared with the income, leaves a balance of about 18l.

The accounts were produced and examined.

In the year 1825, the balance in hand was 118l. 3s. 6d., out of which 50l. in the 3½ per cents has since been purchased, making 400l. in that stock.

It is expected that there must shortly be a considerable expenditure in repairs, which will leave but a small balance in hand. The poor people in the almshouse are persons without encumbrance, who have each one apartment.

CHARITIES COMPOSING A CONSOLIDATED FUND UNDER THE MANAGEMENT OF THE GENERAL HOSPITAL TRUSTEES.

Charities
composing a Con-
solidated Fund, &c.

What is called the General Hospital consists of a range of buildings, connecting the hospital of Thomas Dawes with that which was founded by Hugh Perry; and it appears that the fund with which it was erected was made up from

from several sources, the principal of which was the estate originally given by Hugh Perry. It completes the line of building which incloses the whole of the ground formerly called Harsfield Court, except the ground that lies at the back of Dawes's Hospital,* and part of this Hospital, occupied by the almspeople as gardens. The exact time when this hospital was built does not distinctly appear by any accounts now in the possession of the parish; but from an entry in an old parish-book, dated 13th October 1714, we collect that there had been before that time an ancient almshouse (of the origin whereof there is now no trace), which the feoffees of the other two hospitals, at a meeting then held for that purpose, resolved should be pulled down, and another building erected upon the site of it for a charity-school. Such school was accordingly built, partly by subscriptions, with the help of some materials given by Colonel Moreton, and partly out of the funds of Hugh Perry. The said entry contains a resolution, to appropriate the chief-rents and fines of certain tenements next the old almshouse, and probably a part of its endowments, to the maintenance of the intended school-establishment.

The General Hospital and Hugh Perry's Hospital appear to have been always under the same management.

The almshouse, and the tenements above mentioned as belonging thereto, are thus described in an old feoffment, dated 18th November 1654,—“ All those two houses or tenements called the Old Almshouse, and also all those houses, tenements and buildings next thereto adjoining, extending from the corner of the wall of the said old almshouse, and adjoining to the footway leading into the ground called Court Mead on the north-east side thereof, unto the back-side or court belonging to the house called the Old Town House on the south-west side thereof; also all that ground called the Almshouse Close, now converted into sundry gardens belonging to the aforesaid tenements, together with the garden-ground belonging to the said old almshouse, as the same standeth, now bounded out behind the said almshouse, and the several gardens lying behind the said tenements on the north side thereof, towards the said ground called Court Mead on the north part.”

In a recent survey of the charity-lands the premises above mentioned are distinctly traced and exhibited, and appear to agree in their dimensions and abuttals with the ancient state and description of the property.

Three of the above tenements are now under a lease, dated 1st June 1792, for 99 years, determinable with three lives, two of which are still in existence, the rent reserved thereupon being 18 s., and the fine taken 17*l*.

Another of the houses is under lease for a like term of years, determinable with three lives (which are all now in being) dated 15th August 1817, the fine being 28*l*. 12*s.*, and the rent 4*s.*

Another of the said houses is held under a lease dated 15th August 1817, for the like term, determinable with three lives, who are all in being, the fine taken being 24*l.*, and the rent reserved 6*s.*

Another is under lease dated 24th June 1825, upon a similar term, determinable with three lives, now all in existence, the fine being 38*l*. 13*s.*, and the rent 4*s.*

And the remaining house is under a lease, dated 18th December 1823, likewise for a term of 99 years, determinable with three lives, two of which are now in being, for a fine of 70*l.*, and a rent of 18*s.*

			£.	s.	d.
The total amount of the reserved rents being	-	-	2	10	-
And the average of the fines taken for the last 20 years	-		6	10	-
Making together	-	-	£.	9	-

All the above premises are comprised in a certain deed of feoffment hereafter more particularly referred to, dated 28th January 1767.

Robert Hale, Sen. Charity.—*Robert Hale*, by Deed, dated 1st Sept. 20th Eliz., granted unto John Staunton, clerk, vicar of Wotton-under-Edge, Richard Crew, mayor of the same place, and 11 others therein named, parishioners of Wotton, their heirs and assigns for ever, an annuity or yearly rent of 20*s.*, payable out of

Wotton-under-Edge.
Charities
composing a Consolidated Fund, &c.
continued.

Wotton-under-
Edge.
Charities
composing a Con-
solidated Fund, &c.
continued.

a messuage or tenement, with the appurtenances, situate in North Nibley, in the said county, in Hoore End, with a pasture to the same adjoining, containing by estimation three acres; a croft called Mill Croft, containing by estimation three acres; a croft called Rye Croft, containing by estimation five acres; and a croft called Bobe Croft, containing by estimation three acres, all situate in North Nibley aforesaid. The said annuity of 20*s.* to be paid at the four usual feasts in the year, upon trust, to be employed according to certain articles to the said deed annexed.

The articles referred to in the above deed direct the trustees to pay the said annuity of 20*s.* to the churchwardens of the said parish of Wotton for the time being, to be by them distributed amongst the poorest, most needy, and impotent persons inhabiting within the said parish, according to the number of them, by the discretion of the same churchwardens and the mayor and his brethren; also to make a true account of the distribution of the same, which was not to be bestowed upon stout sturdy vagrants or counterfeit beggars, or any other person given to idleness, who if they would travail, might with the sweat of their own brows get their living. The said articles also directed, that on the deaths of the greater number of the trustees, the survivors should convey the said annuity of 20*s.* to a convenient number of the best, most honest and substantial inhabitants of the said parish of Wotton, not being owners, tenants or farmers of any part of the lands or tenements liable to the payment of the same.

By referring to the Report already made of the charities in North Nibley, it will be seen that this rentcharge of 20*s.* a year is secured upon lands in the possession of Mr. George Vizard, of Dursley, who pays regularly the 20*s.* a year to the feoffees, by whom it is distributed, together with the general fund under their administration.

Joan Gower's Charity.—By a Deed Poll, executed by William Veele and Robert Hale, bearing date 6th May, 31 Elizabeth, reciting, that *Johanne Gower*, widow, had by her Will dated 18th February, 30 Elizabeth, given unto the said William Veele and Robert Hale, and their heirs, all that tenement, with a garden and meadow to the same adjoining, containing by estimation three acres, situate in Wotton aforesaid, in the street there called Bradley-street, towards the relief of the poor people of Wotton aforesaid, for ever; and directed that her said trustees should assure the said premises to such twelve of the parishioners of Wotton as they should think meet, to the use aforesaid; it was thereby witnessed, that the said William Veele and Robert Hale did grant unto William Tratman, then mayor of the said town, and the several other persons therein mentioned, parishioners thereof, the above-mentioned premises, to hold the same to and to the use of them, their heirs and assigns, for ever, for and towards the relief of the said poor people in manner aforesaid, to be distributed according to certain articles to same deed annexed.

Which articles are the same in effect with those annexed to the deed of gift by Robert Hale, as stated in the case immediately preceding.

The house and lands in Bradley-street as described in the deed executed by William Veele and Robert Hale are now held by Mr. John Richards, to whom the same were demised by an indenture dated 2d April 1814, at the yearly reserved rent of 3*l.* 10*s.* for 99 years, determinable with three lives, and upon which the fine paid was 70*l.*

The profits of these premises constitute also a part of the General Charity Income received and applied by the General Hospital Trustees.

Gift of the Mayor and Inhabitants.—By an Indenture dated 30th October, 37 Elizabeth, made between Richard Brydges, of Combe, in the parish of Wotton-under-Edge, and John Birton, mayor, and several other persons therein mentioned, it is witnessed, that the said Richard Brydges, in consideration of 90*l.*, did thereby grant unto the said John Birton and others, all that his corner messuage or burgage, and a piece of ground, with the appurtenances, late in the tenure of Charles Shurman, deceased, situate over against the way to the market-place there, and extending from the said way unto the tenement of the lord of the manor of Wotton, to hold the said premises to and to the use of them and their heirs for ever.

It appears by subsequent feoffments of this property to new trustees, that the same was intended to be held in trust, to be employed and distributed towards

towards the relief and benefit of the poor, aged and impotent people inhabiting within the parish of Wotton-under-Edge, by the churchwardens and overseers of the same parish for the time being.

The above last-mentioned premises in 1767 became vested in the general feoffees, and the proceeds thereof are items in their accounts from that time.

The last lease, which is dated 20th February 1808, was granted to Mr. Harry Page, at the yearly rent of 5*l.*, without fine, in consideration of his having been at a very considerable expense in repairs and improvements.

Hugh Venne's Charity.—*Hugh Venne*, of Simwell, in the parish of Wotton-under-Edge, in the county of Gloucester, by Deed, dated 1st February 1602, granted, enfeoffed, and confirmed unto William Venne, then mayor of Wotton aforesaid, and 15 others therein named, his messuage or tenement, with a garden-ground thereunto belonging, with their appurtenances, situate in Dursley, in the same county, lying between the tenement in the tenure of one William Berry, on the south-side, and the tenement, late of Thomas Sinegar, on the north side thereof, the said garden extending in length unto the water-course there, called Ewelme, on the east part thereof, with their appurtenances, to hold to the said William Venne and others, their heirs, successors and assigns for ever, for the only benefit of the poor aged almsfolks who should be inhabiting in the old almshouses in Simwell aforesaid, to be holden of the lords of the fee, by the accustomed rents and services.

It appears by an Indenture, dated 27th February 1808, that the above premises in Dursley were exchanged by the trustees with Mr. Henry Vizard of that place, for a close of pasture-ground called Caneel Leaze, containing by admeasurement 2*A.* 0*R.* 16*P.* situate in Dursley, described in the above-mentioned indenture as adjoining a lane called Shipway Lane, on the south-west side; land of Nathaniel Blackwell, called Shawl Field, on the north-east side; the road called Whiteway, at the upper end, and land belonging to Mr. Thomas Tippet, at the lower end thereof, the old trust-premises at Dursley being inconveniently intermixed with other property.

The old property consisted merely of a tenement and curtilage, producing only a rent of 30*s.*; the premises acquired by the exchange were and still are let for 5*l.* 10*s.*

These exchanged lands are now vested in the feoffees, and the rents applied towards the support of the general charities under their management.

Charities of Lady Berkeley, Margaret Malloves, and John Birton.—By Indenture, dated 1st December, 17*Jae.* I. made between Benediet Webbe, John Smyth, Jeffery Bower, and George Longe, of the one part; and Walter Osborne, and 10 others, therein named and described as inhabitants of Wotton-under-Edge, of the other part; reciting, that *Elizabeth Lady Berkeley*, late of Bradley, in the said county, deceased, had bequeathed the sum of 20*l.* for the use and relief of the poor, indigent and aged people of Wotton: That *Margaret Malloves*, widow, deceased, late of the city of London, had by her last Will given for the like purpose the sum of 100*l.*: and that *John Birton*, late of Wotton aforesaid, deceased, had also by his last Will given for the like use the sum of 10*l.*; all which said several sums were to be disposed of by the mayor for the time being, and others of the principal inhabitants of Wotton aforesaid, for the benefit and relief of the poor and aged people of the parish of Wotton aforesaid; and further reciting, that the said Walter Osborne, and others of the second part, were desirous that the aforesaid pious and charitable intentions and bequests might be made perpetual, by purchasing certain lands and hereditaments with the said several sums of money for the uses aforesaid; it is witnessed, that the said parties of the first part, for the consideration of 133*l.* 6*s.* 8*d.* granted and confirmed to the said Walter Osborne, and others of the second part, their heirs and assigns for ever, two closes of meadow and pasture-ground, containing by estimation six acres, called Causeway Mead, and the Old Mill Mead, situate within the parish of Wotton-under-Edge, to hold the same upon trust, to employ the issues and profits thereof to the sole use and benefit of the poor and aged people of the borough, town, and parish of Wotton-under-Edge aforesaid from time to time.

The said premises above described as the Causeway Mead and the Old Mill Mead, and which by an admeasurement made in 1806 were found to contain 6*A.* 3*R.* 2*P.* have been regularly transmitted to the trustees, being included in the last feoffment of 7th February 1812.

Wotton-under-
Edge.

Charities
composing a Con-
solidated Fund, &c.
continued.

They are now held by a tenant under a lease for seven years, commencing from 25th March 1821, at the clear rent of 22*l.*, which rent composes a part of the general charity-fund under the control of the feoffees.

Charities of Margaret Hale, Thomas Webb, and Richard Webb.—By a Deed-Poll executed by Richard Webb, dated 10th August 1627; reciting, that *Margaret Hale*, late of Wotton-under-Edge, widow, by her deed of feoffment, dated 31st August, 11th Eliz. had given and confirmed unto Thomas Webb and his heirs the moiety of three acres of land, lying within the parish of Rockhampton, in a field there called Newnton Field, in divers parcels, and the moiety of one other acre of land in Rockhampton aforesaid, in the field there called Great Field, in Towland; the moiety of three rudes of land in the same field; the moiety of a meadow, called New Mead, containing by estimation two acres; the moiety of one acre and a half of meadow, lying in Rockhampton aforesaid; the moiety of a close of pasture, called Lyneys, upon the west part of the parsonage of Rockhampton aforesaid; the moiety of a close of pasture, lying in a furlong abutting upon the highway leading from Rockhampton to Newnton; and the moiety of all those houses, woods, and premises, with the appurtenances to the said lands belonging; and reciting also, that the said *Margaret Hale* and *Thomas Webb*, by an Indenture, dated 1st September, 20th Elizabeth, for and towards the relief of the poor people in Wotton-under-Edge, had given and granted unto John Staunton, clerk, then vicar of Wotton, Richard Crew, then mayor, and to divers others to the number of 13, parishioners of the said parish, and their heirs and assigns for ever, to the use of the said poor people, an annuity of 40*s.* to be issuing out of the said lands and hereditaments, the said *Richard Webb* did thereby, for the further relief of the said poor people, grant, enfeoff, and confirm, unto Robert Dawes the then mayor, and others therein named, parishioners of the said parish, all the said moiety of the said lands and premises, and all the estate, title, and interest therein of him the said *Richard Webb*, to hold the same to the said Robert Dawes and others, to the use of the poor, aged, and impotent people of the said parish, the rents and profits thereof to be distributed and employed in the same manner as the said rent of 40 *s.* given by the said *Margaret Hale* and *Thomas Webb* was appointed to be distributed and employed.

The trustees are in possession of several pieces of land in Rockhampton parish, not all derived under this gift, but appearing to comprise the property granted by *Richard Webb*, as mentioned in the above-abstracted deed. It is now let together with the other premises at Rockhampton, and also some other charity-property in the parish of Hill, as will be shown in the report of Sir John Dawes's charity hereafter occurring.

Premises purchased from Richard Hale.—By an Indenture, dated 16th September 1651, between *Richard Hale* and *Sarah* his wife of the one part, and *Jonah Okes*, then mayor of Wotton-under-Edge, and other persons therein named, all of the said town and parish, of the other part; it is witnessed, that for the consideration of the sum of 55*l.* to the said *Richard Hale* and *Sarah* his wife paid, they the said *Richard Hale* and *Sarah* his wife did grant, enfeoff and confirm, unto the said *Jonah Okes*, their heirs and assigns for ever, the messuage or tenement, with the appurtenances, situate in the parish of Rockhampton, sometime in the tenure of *John Dymery*, and the garden and orchard thereunto adjoining, and the close of pasture called *Lyneys* adjoining to the said messuage, containing, by estimation, two acres, in the same parish of Rockhampton, situate on the west-side of the rectory or parsonage of Rockhampton; three acres of arable land situate in the same parish, in a field called *Newnton Field*, in divers parcels there; an acre of arable land in Rockhampton aforesaid, in a field called *Great Field*; three sellions or ridges of land, containing by estimation 1½ acre in the same field; the meadow called *New Mead*, containing by estimation two acres; a meadow called *Mead-fletts*; an acre and a half of meadow in Rockhampton Meadow; and a close, containing by estimation three acres, lying in the furlong abutting on the highway leading from *Newnton* to *Rockhampton* aforesaid, to hold the same unto and to the use of the said *Jonah Okes* and others, their heirs and assigns for ever.

The uses and purposes of the said conveyance to the mayor and inhabitants are not specified therein; but by a subsequent feoffment, bearing date 13th June

1693, the same premises were conveyed by Edward Birton, the then only surviving feoffee, to new feoffees therein named, upon trust, that they and the survivors and survivor, and the heirs and assigns of such survivor, should employ the rents and profits from thence arising for the sole use and benefit of the poor and aged people of the town and parish of Wotton-under-Edge, with a provision, that when the trustees should be reduced to six, the survivors should enfeoff others of the most able and substantial inhabitants of the said town and parish, not exceeding the number of 20, nor be under the number of 12.

The whole charity-property of the trustees in Rockhampton amounts to 11A. 2R. 14P., which is somewhat below the amount expressed in the original deed, but the deficiency appears to be no greater than may be accounted for by the usual difference between measured and computed quantities.

This property is let together with the premises in the same parish derived from Richard Webb, and the property in the neighbouring parish of Hill, coming from Sir Jonathan Dawes, as will appear in the report of his charity; and the rent is applied in the same way as the rest of the charity-income under the disposition of the General Hospital Trustees.

Robert Hale, junior's, Charity.—By Indenture, dated 16th December, 12 Car. I. made between Matthew Hale, of Lincoln's-Inn, in the county of Middlesex, of the first part, William Mayo, and Joseph Poyntz, of the second part, and John Okes, of Wotton-under-Edge, and 19 others, of the third part, reciting that Robert Hale, of Alderley, father of the said Matthew Hale, had in his life-time intended to have settled and assured, and by his Will had appointed, a certain messuage with the appurtenances in Rangeworthy, in the county of Gloucester aforesaid, thereafter mentioned, to remain and be for and towards the perpetual relief and sustentation of the poor, honest, and needy inhabitants of the town and parish of Wotton-under-Edge, which charitable intention of the said Robert Hale had not had effect by reason of an entail of the same upon the said Matthew Hale, he the said Matthew Hale, for carrying the said charitable intention into effect, covenanted with the said parties of the third part to levy a fine and suffer a recovery of the premises so given by the said Robert Hale, to the use of the said John Okes, and others of the third part, their heirs and assigns for ever, upon the trusts declared by the annexed declaration of trust, whereby it was declared that the said messuage, lands, and premises should from time to time for ever thereafter be demised by indenture for any number of years under the term of 10 years, to be accounted from the time of the delivery of the said indenture, at the most improved yearly rent.

And that always the said Matthew Hale, and his heirs, owners of the manor of Rangeworthy, should have from time to time at all times thereafter the first offer of such lease or demise to be made of the premises, before any lease should be made or contracted for of the premises, under such reasonable rent, covenants and agreements under which any other would *bonâ fide* accept of the same.

And further, that the rents and profits of the said premises should be from time to time for ever thereafter received by the overseers of the poor of the town and parish of Wotton-under-Edge for the time being, who were to account for the same within 30 days after the receipt thereof, in the church of Wotton-under-Edge aforesaid, or in some other convenient place, to the mayor and churchwardens of the town and parish of Wotton-under-Edge aforesaid for the time being, and to the aforesaid Matthew Hale, and such other of the ablest inhabitants of the town and parish of Wotton-under-Edge aforesaid, as upon public and reasonable notice in the church of Wotton aforesaid, by the said overseers to be given, should be minded to be present; and that the said overseers for the time being should forthwith upon their said account pay, distribute, and dispose all such rents and profits as should then be in their or either of their hands, for the benefit and behoof of the poor, honest, and needy people of the town and parish of Wotton-under-Edge aforesaid, in such way as by the mayor, churchwardens, and the said overseers of the poor of Wotton-under-Edge aforesaid for the time being, and by the said Matthew Hale, or by any five of them, should be agreed upon.

And if the said mayor, churchwardens and overseers for the time being, and the said Matthew Hale, or any five of them, at the time and place of the said account to be made as aforesaid, should not agree upon a way for the

Wotton-under-Edge.

Charities
composing a Consolidated Fund, &c.
continued.

Wotton-under-
Edge.
Charities
composing a Con-
solidated Fund, &c.
continued.

disposing of the said rents and profits, that then the same should be disposed of for the behoof of the said poor of Wotton-under-Edge aforesaid, in such way as the said Matthew Hale should advise and require, and after the death of the said Matthew Hale, as by the greater number of them, the said mayor, churchwardens and overseers for the time being should be required, allowing always the overseer or overseers for the time being, out of the rents and profits of the said premises, his reasonable charges in collecting of the said rent.

And that when the trustees should be reduced to the number of six the surviving feoffees should choose others of the most able and honest inhabitants of the town and parish aforesaid.

And that the lands and premises should be conveyed accordingly, so that the number be kept up to nine at least.

And it was further declared, that such application of the said rents and profits should not go in diminution of the ordinary rates for the relief of the parish-poor.

The premises so given by Robert Hale or Matthew Hale for the above purposes are thus described in the said fine and recovery-deed :

	A.	R.	P.
A messuage situate in Rayngery, alias Rangeworthy, called Wades-place, and a barn and stable or cow-house, garden, orchard, two back-sides or courts, and one little close or conyhay adjoining, containing in all by estimation about - - - - -	2	0	0
A cottage near adjoining on the east part of the said messuage.			
And also all those lands, meadows and pastures unto the above-mentioned messuage or cottage belonging, (viz.)			
A close of pasture, called the Breach, containing by estimation - - -	3	2	0
A close of arable called Stoney Field, containing by estimation - - -	8	0	0
One close of pasture then divided into three several closes, called the Long Gastons, containing by estimation - - - - -	9	0	0
One close of pasture called Little Grafton, containing about - - - -	0	3	0
One close of pasture, called Layton, containing by estimation - - - -	1	0	0
About one acre of meadow, lying in Grafton Shard - - - - -	1	0	0
One acre of meadow, called Footlands - - - - -	1	0	0
Two acres of meadow, called Rushlands, lying in the common mead called Downfield - - - - -	2	0	0
One acre of meadow called the Great Acre, lying in Downfield - - - -	1	0	0
One other acre lying to the same, called the Welsh Acre - - - - -	1	0	0
Two half-acres of meadow lying in Downfield under Apledore Hedge - -	1	0	0
Half an acre of meadow lying at the Gate in Downfield - - - - -	0	2	0
A parcel of meadow lying at Swans Pit in Downfield, containing 10 swathes, amounting to about - - - - -	3	0	0
One lot of meadow at Swans Pit in Downfield Meadow, containing about -	0	2	0
One ridge of Meadow in Downfield aforesaid, shooting to a lease formerly in the tenure of John Cam, containing about - - - - -	0	1	0
Half an acre in Apledore, shooting to the Brook - - - - -	0	2	0
And one lot of meadow in Apledore, amounting to about - - - - -	0	2	0

An inclosure of the parish common-lands of Rangeworthy took place under an Act of Parliament passed in 1811, under the powers contained, in which Act certain parts of the above-mentioned charity-lands lying at great distance from each other, and also the allotment of common assigned to the charity under the same Act, were exchanged with John Delafield Phelps, esq. for lands belonging to him, lying compactly together, and more convenient for occupation. The property so transferred by the parish, consisted of 12A. 3R. 19P. of allotment-lands, and 11 acres of old inclosure, making together 23A. 3R. 19P. which were exchanged for 16A. 3R. 29P. but taking into consideration the difference in value between the uninclosed allotments and the inclosed lands of Mr. Phelps, the exchange is said to have been beneficial to the charity ; it was made under the order of the Commissioners.

The whole of the land originally and subsequently acquired is 41A. 1R. 16P. composing one farm, and now let upon a lease for seven years, which will expire next September, at the yearly rent of 115*l*. The letting was by auction, and the rent is considered as equal to the value of the land.

The legal estate in these premises was vested in the feoffees by deed, dated 2d January 1767.

This rent forms also a part of the revenue, under the management of the trustees of the General Hospital.

Sir Jonathan Dawes's Charity.—Sir Jonathan Dawes, knight, by his Will, of which no date appears, but which seems to have been made about 1674, appointed his executrix within 18 months after his decease, to pay into the hands of his brother Thomas Dawes, and his son Robert Dawes, the sum of 1,000*l.* to be laid out in the purchasing of lands in fee-simple, of the yearly value of 50*l.* to be settled upon feoffees for ever, in trust, that the yearly revenue thereof should be distributed unto and amongst the poor people of the parish of Wotton-under-Edge, for their succour and relief.

And the said testator appointed Dame Ann Dawes, his widow, sole executrix of his will.

In the year 1676, Christopher Jordan, then mayor of Wotton-under-Edge, and 19 others, exhibited their bill in the Court of Chancery, against the said Dame Anne Dawes, Thomas Dawes, and Robert Dawes, setting forth the said will, and that the said Dame Anne Dawes, Thomas Dawes, and Robert Dawes, had in pursuance thereof purchased with the said sum of 1,000*l.* of Richard Fust and others, as appeared by an indenture bearing date 28th February, 26 Car. 2., a messuage or tenement, with the lands, hereditaments and appurtenances then in the occupation of Daniel Mills, or his assigns, at the yearly rent of 40*l.*, a close or parcel of ground called Webbenhawe, containing by estimation six acres; a close of arable ground called Hapley's Garlic Leaze, containing by estimation eight acres, and the reversion expectant upon the death of Elizabeth Walker of and in one other close or parcel of land called Newlands, containing by estimation eight acres, all which said premises were situate in the parish of Hill alias Hull, in the county of Gloucester; and that the said defendants had entered upon the premises, and become seised thereof in trust, for the charitable uses aforesaid. That the said complainants having oftentimes consulted with the principal inhabitants and parishioners of Wotton-under-Edge concerning the employment of the said charitable gift, and in what manner the same should be applied, they had agreed with the said Dame Anne Dawes, Thomas Dawes, and Robert Dawes, and the other chief inhabitants of the parish aforesaid, on behalf of the poor thereof, that for the settlement and good management of the said charitable gift, the premises so bought as aforesaid should by the said defendants be settled and conveyed unto and upon 12 or more persons of the chief inhabitants and parishioners of the borough and parish, such as the mayor and aldermen of the said borough for the time being, or the major part of them, should appoint, to be trustees of the said lands; and that when by the death of any of the said trustees or otherwise they should be reduced to the number of four, such four should convey the said premises to the use of themselves and eight or more other such persons, and their heirs, of the principal inhabitants of the said borough and parish, as the mayor and aldermen for the time being, or the major part of them, should appoint, which trustees once in every year, if need should require, should elect two honest and sufficient persons inhabiting in the parish aforesaid, to receive the rents and profits of the premises, and dispose of the same for the relief and succour of any poor people and families inhabiting in the said borough or parish, or for binding out poor children apprentices, or furnishing the poor people there with provision, apparel or other necessary supplies, as by the mayor and aldermen and his brethren, being feoffees, or the greater number of them, should be from time to time directed or appointed. That it should be provided that the ordinary contribution to be made for the poor of the borough and parish aforesaid, according to the 43 Queen Elizabeth, should not be taken away or diminished by reason of the charitable bequest aforesaid; and that the heirs and relations of the said Sir Jonathan Dawes, from time to time, within the said parish of Wotton-under-Edge, should be preferred, as well in managing the said trust as also in having the benefit of the said charity, if need should require.

And it was by a decree of the said court, bearing date 1st June, 29 Car. II. directed that the said defendants should convey the said premises upon the uses mentioned in the said bill.

By Indenture, dated 8th September 29 Car. II. made between the said Dame Anne Dawes, Thomas Dawes the elder, and Robert Dawes, heir-apparent of the said Thomas Dawes, of the one part, and Christopher Jordan, mayor of Wotton-under-Edge, and 19 others, therein named and described as

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aldermen,

Wotton-under-Edge.

Charities
composing a Con-
solidated Fund, &c.
continued.

Wotton-under-
Edge.
Charities
composing a Con-
solidated Fund, &c.
continued.

aldermen, burgesses and inhabitants of the said town, of the other part, reciting the said will and decree; it is witnessed, that the said parties of the first part, in pursuance of the said decree, granted enfeoffed and confirmed unto the said Christopher Jordan, and others of the second part, the above-mentioned messuage, lands and premises upon the trusts in the same decree mentioned.

It cannot be ascertained by a comparison of the parcels contained in the said decree with the description of the Hill estate in the last feoffment, whether all the original property has been preserved to the charity; the quantity expressed in the decree was 22 acres, exclusive of the messuage and lands in the occupation of Daniel Mills; and by a survey in 1806 the Hill estate is made to consist of 58 A. 2 R. 15 P.; an additional three-fourths of an acre was afterwards purchased with the general charity-mones in 1821, being a piece of land intermingled with the charity-property. The last feoffment contains only a general description; but there is no reason to suppose that any part of the original property has been alienated or lost.

For a considerable period after the gift of Sir Jonathan Dawes it appears that the estate purchased with his donation was vested in a distinct body of trustees, and administered agreeably to the terms of the decree; but in the year 1723, or about that time, it came under the administration of the general trustees as above mentioned.

The property lies dispersedly in the parish of Hill, contiguous to other charity-property in Rockhampton, with which it is let together to a yearly tenant for 125*l.* 10*s.* In 1812 it was let for 196*l.*, that being the highest time of agricultural profits; but it has since been necessarily reduced, and the present is considered a fair rent.

Charities of William Hyett and Robert Hyett.—By an Indenture, dated 20th of December 1693, made between Thomas Dawes the younger, of Wotton-under-Edge, in the county of Gloucester, of the one part, and Jonathan Nelmes, mayor of the said town, Richard Tyler, and seven others, aldermen of the said town, and Thomas Veel, John Rous, and Robert Webb, of the other part; reciting that *William Hyett*, of the city of London, merchant, by his Will, had given the sum of 60*l.* to be divided amongst the poor of the town of Wotton-under-Edge aforesaid, to be paid to the mayor of the said town for the time being, and to Mr. Robert Dawes and Mr. Thomas Dawes, aldermen of the said town, to remain as a stock for the poor of the said town, and had made Robert Hyett, his brother, executor; and that the said *Robert Hyett*, after his brother's death, and in his life-time had given 40*l.* to make up his said brother's gift 100*l.*; and also reciting, that the said Rob. Hyett by his will had given the further sum of 500*l.*, to be disposed in charitable uses for the good of Wotton-under-Edge, at the discretion of his cousin Robert Dawes of Wotton-under-Edge, and his son Thomas Dawes; and further setting forth a payment under the said bequest of the sum of 600*l.* into the hands of the said Robert Dawes, who with the consent of the mayor of the said town had laid out the same in the purchase of the messuage and lands after mentioned, to and for the benefit of the poor of Wotton-under-Edge aforesaid, for such uses as thereafter expressed; It is witnessed, that the said Thomas Dawes in pursuance of the trust reposed in him did thereby grant and confirm unto the said Jonathan Nelmes and others of the second part, their heirs and assigns,

	A.	R.	P.
A close of ground called Hickwalkers, lying in Huntingford within the parish of Wotton-under-Edge aforesaid, containing by estimation - -	4	0	0
A paddock of ground lying near to Chapel Field, called the Rag, adjoining to the said close called Hickwalkers on the south-east side - - -	1	0	0
Three acres of ground lying in a field called Chapel Field. Three other acres of ground lying in the said field called Chapel Field; which said six acres of ground were then called by the names of the Four Patches, and adjoined to the said close called the Rag, and contained in the whole by measurement - - - - -	5	1	32
One other close called Hullams, containing by estimation - - - -	7	0	0

All situate and being in Huntingford aforesaid.

A messuage or tenement, and outhouses, curtilages, gardens, orchards, back-sides and hereditaments situate in Huntingford, Stone, and Alkington, or some or one of them.

A croft and close of ground theretofore called Hunting Croft, otherwise Clay Hill, with all profits thereunto belonging, and then called the Old Woman's Leaze, lying on the west side of the said messuage, containing by estimation - - - - -	A.	R.	P.	Wotton-under-Edge. Charities composing a Consolidated Fund, &c. <i>continued.</i>
A close of ground lying near the Old Woman's Leaze called Corn Leaze, containing by estimation - - - - -	2	0	0	
Two closes called Huncalls, lying in Huntingford, Stone, and Alkington, or some or one of them, containing by estimation - - - - -	3	0	0	
A close of ground called the Gally Leaze, containing by estimation - - -	16	0	0	
Which said messuage, lands and premises last mentioned were situate in Huntingford, Stone, and Alkington, or some or one of them,	3	0	0	

To hold the same upon the trusts following, viz., that the mayor of the borough of Wotton-under-Edge for the time being, or in default of a mayor, the eldest alderman of the said borough, should for ever receive the rents and profits of the said premises, and give his account of his receipts and disbursements thereof on St. Jude's-day; and with the consent of the said trustees, and the survivors of them, should yearly for ever pay the sum of 10*l.* by four quarterly payments, unto a schoolmaster to be chosen by the said trustees, or the major part of them for the time being, who should teach 24 poor children of the town and parish of Wotton-under-Edge to read so far as in the Testament; the said master out of his said salary of 10*l.* per annum providing for such poor children books, (viz.) horn-ing-books, primers and testaments, one book every year during their being scholars; and that when such child could well read in the Testament, he or she should be displaced, and others put in his or her place by the said trustees, so that there should still be 24 poor children at the school; the said master to be placed and displaced by the said trustees, as they should see cause.

That 10*s.* yearly out of the rents of the premises should be spent by the said mayor or trustees on St. Jude's-day, being the time of the mayor giving up his said accounts.

And that all the residue of the rents and profits of the said premises should be employed by the said trustees, and the survivors of them, for the encouragement and setting up of such apprentices as were bound with the monies of the gift of Sir Jonathan Dawes, and who had served out their apprenticeship, and well demeaned themselves during the time of such their apprenticeship, at the discretion of the trustees for the time being; and in case there should not be any such apprentice so qualified to receive such gift in manner aforesaid, then that the monies arising as aforesaid should be employed for the placing out and binding poor boys apprentices born in the said town or parish, such as should be thought capable of such charity by the said trustees, according to their discretion.

And it was further agreed, that the three survivors of the said trustees, after the death or removal out of the said town or parish of 10 of any of them, should within six months next after such death or removal convey the said messuage and premises, and every part thereof, to 13 others at the least, the mayor for the time being and five of the aldermen of the said town and borough to be six of the said 13, to and for the uses aforesaid.

This property now held by the parish as the estate derived under the gifts of William and Robert Hyett, comprises a larger quantity by admeasurement by about four acres, than the computed amount as stated in the deed of gift.

These premises constitute one farm, and are at present let to a tenant from year to year at the rent of 60*l.*, according to the valuation of a surveyor. It is at a distance from Wotton-under-Edge, and some of the land is of indifferent quality.

The proceeds are blended with the charity-revenues above mentioned, having no specific application to the support of any school. The present charity-school however, which stands upon the site of the old almshouse, receives its main support from the fund with which this charity is consolidated.

Premises adjoining to Sym Lane.—The parish has been in possession from time immemorial of a house or tenement, with some buildings and shops to the same belonging, adjoining to Sym Lane in Wotton-under-Edge, which have always been considered as applicable to general parish-purposes. This property has been for many years under the management of the General Hospital

Wotton-under-
Edge.
Charities
composing a Con-
solidated Fund, &c.
. continued.

feoffees, and is included in the last feoffment of 7th February 1812. It is now held under a Lease, dated 1st May 1799, for a term of 99 years, determinable with three lives (all of which are in being) for a reserved rent of 8*l.* a year. But as that rent is considered as below the value of the property, and the lease is admitted to have been improperly made, it has, upon due consideration, been agreed by the parties interested that the same shall be immediately surrendered, to give the trustees the opportunity of disposing of the premises upon the best terms for the benefit of the charity.

Sir Richard Venn's Charity.—It appears, according to the Church Table, that “*Sir Richard Venn*, knight, and alderman of the city of London, gave an annuity of 10*l.* a year for ever to the poor of this parish;” but the same table makes no mention of the time of the gift, or of any property charged therewith. The mayor’s account-book, however, contains an item regularly entered from the year 1743 down to the present time, of the payment of 10*l.* out of an estate called Goodinlyes, consisting of 12*A.* 2*R.* 22*P.* in the parish of North Nibley. It is at present paid by John Wallingford, esquire, the present owner of Great and Little Goodinlyes, and this payment has always been understood to have been made on account of the gift of 10*l.* by Sir Richard Venn.

The same payment of 10*l.* occurs also in the parish-books, where it may be traced back to a much earlier period, though without mention of any property charged therewith. This annual sum makes also a part of the fund of the General Hospital trustees, and finishes the total of their miscellaneous receipts, except Clissold’s charity, which has of late been suffered to be appropriated by them, and except a chief-rent of 3*s.* paid to them by the trustees of Thomas Dawes’s Hospital.

Thomas Clissold's Charity.—*Thomas Clissold*, of Wotton-under-Edge, in the county of Gloucester, clerk, by his Will, dated 14th June 1788, gave to the Rev. William Dechair Tattersall and Isaac Austin, esquire, both of the same place, the sum of 300*l.* to be paid them at the end of six months after his death, upon trust, after the death of Sarah Shirt, to whom the interest of the said sum was to be paid during her life, to apply the same for the better support of the hospitals of different foundations in the town of Wotton-under-Edge, and for the use and benefit of the poor persons from time to time belonging thereto, in such manner only as his said trustees, or the survivor of them, or the executors or administrators of such survivor, should think fit.

This sum of 300*l.* was in the year 1795, together with the produce of 100*l.* three per cents then sold out, (which last-mentioned sum had arisen out of the savings of income,) invested in the purchase of 450*l.* four per cents, since reduced to 3½ per cent.

It has been already shown in the account of Thomas Dawes’s Hospital that that hospital participated largely in the benefit of this charity down to the year 1809, since which time it has been blended with the revenue of the General Hospital.

In October 1812, 550*l.* stock in the four per cents was purchased out of the balance in the hands of the trustees, which has since been also reduced to 3½ per cent; and in the month of September 1819 a further sum of 200*l.* in the same stock, since reduced to 3½, was purchased out of a subsequent balance, so that the trustees are now in possession of 1,200*l.* in the 3½ per cents stock, producing an annual dividend of 42*l.*

The total income proceeding from the above-mentioned sources, real and personal, under the management of the General Hospital trustees, is 406*l.* 13*s.* to which is to be added 117*l.* 15*s.* the amount of the income of Perry’s Hospital estate, deducting from it the 1*l.* 16*s.* coming under Sarah Winchcombe’s bequest, which is given to the poor on St. Thomas’s-day, and the 13*l.* paid by the feoffees of the market to the lecturers, making in the whole 524*l.* 8*s.*

Expenditure :

The mayor for the time being is the treasurer of both Perry’s and the General Hospital.

All the people, both in Perry’s and in the General Hospital, being in number 24, 12 in Perry’s and 12 in the General Hospital, receive the same weekly allowance

allowance of 5 s. to each person, making an annual sum of	£.	312	-	-
Sweeping the hospital	-	1	3	-
For apparelling the 24 poor people	-	16	17	-
Coals for both hospitals	-	19	17	4
Average of the repairs of the hospital-estates and hospitals, about	-	50	-	-
Insurance of the hospital-premises	-	-	17	6
Chief-rents	-	-	14	4
Land Tax	-	9	-	3 ½
Drainage-rates under an Act of Parliament	-	5	-	-
Dinners to the tenants, and dinner at the time of passing the accounts, together, about	-	5	-	-
Accountant's salary	-	5	-	-
Reading Prayers at the chapel	-	5	-	-
		430	9	5 ½
To this must be added 60 l. paid by the feoffees to the treasurer of the Blue Coat School	-	60	-	-
Making an aggregate expenditure of	£.	490	9	5 ½

Wotton-under-Edge.
Charities composing a Consolidated Fund, &c.
continued.

From the above statement it appears that the general expenditure comes within about 30 l. of the income. The balances are regularly carried over in the accounts, and when the accumulations arrive at a certain amount an investment is made in the public funds.

The mayor, who is the treasurer, keeps a debtor-and-creditor account for his year, which is regularly audited on St. Simon and St. Jude's-day (28th October).

The 24 poor persons are appointed by the mayor, aldermen, vicar, and churchwardens; the 12 in the general hospital being chosen by an open vestry, convened by regular notice previously given in the church, at which the payers of the poor and church-rates vote.

The persons admitted to the benefit of these institutions are usually the very old and infirm part of the parishioners and inhabitants, chosen, it is said, with a due regard to their respectability of character. In Perry's Hospital six are always males, and six females; in the General Hospital they are of either sex indifferently. To each individual is assigned a single apartment.

The old people are expected to attend prayers at the chapel, where there is a Bible and a Prayer-book provided by the trustees. They are not compelled to wear an uniform with any letters or other badges.

The mayor is considered as the regular inspector.

THE BLUE-COAT SCHOOL.

The foundation of this establishment has been already shown; and it has appeared that it receives from the General Hospital trustees an annual sum, varying with the state of their funds, but usually amounting to 60 l.

The Blue Coat School.

Richard Osborne's Gift.—In a book intituled the Wotton-under-Edge Charity-Book, is contained the following extract, without date, from the Will of Richard Osborne, esq. of Workley.

“Item,—I give an annuity or yearly sum of 3 l. to be issuing out of the rents and profits of my messuage, late the New Inn, in Wotton aforesaid, and the tenements thereunto belonging, to be paid to my wife during her life, by her to be applied, 50 s. thereof for the clothing of two poor boys, as she during her life, and after her my heirs, shall nominate to the said new charity-school in Wotton aforesaid, if the said school shall be so long continued in the discipline of the Episcopal Church of England as by law established, and the 10 s. residue to the minister that shall preach the annual sermon at the public examination of the boys belonging to the said school, to excite and exhort the parishioners of the said parish to the like charity.”

It appears by the same book that the said testator died in 1723.

This annuity stood charged by the above will upon property belonging to a Mr. Osborne; and it appears by an entry in the charity-school book, that in the year 1797 the sum of 80 l. was received from the Osborne family in satisfaction of the said annuity; which 80 l. was invested, together with another sum, in the purchase of stock, as will appear hereafter.

Sarah Winchcombe's Gift.—It has already appeared in the account of Perry's Hospital that the sum of 30 l. came to this charity under the Will of

Wotton-under-Edge.

The Blue Coat School, continued.

Mrs. *Winchcombe*, which was invested, together with another sum of 40*l.*, in the 3 per cents, out of the interest of which 1*l.* 8*s.* is the share of the school.

Robert Purnell's Gift.—*Robert Purnell's* gift of 100*l.* comprised in the charity reported under his name was brought to account by the treasurer, as received by him in 1765.

This 100*l.* has been invested, with another sum, in the funds, as will be more particularly stated.

Mary Blagdon's Gift.—*Church-Table.*—"In 1725, Mrs. *Mary Blagdon* gave 20*l.*, and 10*l.*, the interest of the former, to be given in bread on Good-Friday to the poor in Perry's Hospital, and of the latter to the charity-school."

According to an entry in the account-book for the year 1725, on the 20th October of that year the said sum of 10*l.* was received by James Richmond, who appears to have been the schoolmaster, the receipt being signed also by Richard Osborne and Nathaniel Capel; and in the account for the same year it appears that J. Richmond paid 10*s.* interest for the same; and in the year 1726 there is an item, expressing that James Richmond paid the 10*l.* into the treasurer's hands.

Edward Bearpacker's Gift.—*Church-Table.*—"1769, Mr. *Edward Bearpacker* gave 100*l.* to the charity-school, in trust, to John Osborne, esq."

This 100*l.* was received in 1769, and was, together with a balance then in hand, laid out in the purchase of 300*l.* old South-sea annuities, which, added to 200*l.* then standing in the same stock, raised the amount of stock in that fund standing in the names of the trustees to 500*l.*; and it appears by a subsequent entry for the year 1797, that the said 500*l.* old South-sea annuities was sold for 326*l.* 5*s.*, to which the 80*l.* received from the Osborne family being added as aforesaid, enabled the treasurer to purchase in the 4 per cents 513*l.* 8*s.* 6*d.*, which was invested in the names of Isaac Austin, W. M. Adey, and John Blagdon Hale.

In the year 1799, a further sum of 200*l.* was purchased in the 4 per cents, with the sum of 152*l.* 15*s.*; a further sum of 84*l.* 10*s.* was laid out in 1809, and again in September 1819 a further sum of 100*l.*, which augmented the stock in the 4 per cents to the sum of 950*l.*, since reduced to 3½, producing an annual dividend of

	£.	33	5	-
The average of the subscriptions about	-	12	-	-
The collection at the church door	-	30	-	-
Sarah Winchcombe's	-	1	8	-
From the feoffees of the General Hospital	-	60	-	-
Making the total income about	£.	136	13	-

Expenditure :

	£.	s.	d.
The number of boys at the school is 30, who are clothed from head to foot.			
Average of the clothes	60	-	-
The master's salary	45	-	-
The expenditure in coals, about	3	-	-
Apprenticing the boys	10	-	-
The repairs, about	3	-	-
Stationery, books, and implements, about	11	-	-
Insurance	-	8	-
	£.	132	8 -

The balance at the last audit in August 1826 was 89*l.* 14*s.* 8*d.*

Besides the boys, who are upon the establishment, and, as such, clothed, the poor children of the parish generally are admitted into the school for instruction, which may add about 10 to the number of the foundation-boys.

The school is under the tuition of one man, who teaches reading, writing, and arithmetic. The master also is expected and professes to teach the boys their catechism, and the boys are brought to church by him on the Sunday.

The school is under the management of six trustees, perpetuated by fresh appointments when reduced to three.

CHURCH LANDS.

There is an old house, called the Tan House, situate in Simwell, which is a tithing in the parish of Wotton-under-Edge, near a mill there called Cloud Mill.

This house, or the site thereof, appears to have been the property of the parish from time immemorial. It is included in the general trust-deed of 1767, and therefore vested in the General Hospital trustees, who let it for 99 years, determinable with three lives, the last lease being dated 29th of August 1820, in which the reserved rent was 3*l.* a year, and the fine 75*l.*

The proceeds of this property are paid to the churchwardens, who bring it to the church-account, the same having been long applied to the repairs of the church.

ROBERT WEBB'S CHARITY.

Robert Webb, of the parish of Wotton-under-Edge, by his Will, dated 6th January 1662, appointed that an annuity of 13*l.* should be paid to the churchwardens and overseers of the poor of Wotton-under-Edge for the time being, to be distributed by them in manner following; viz. 4*s.* every Sunday for ever, in bread, at or in the church of Wotton aforesaid, to 24 poor people, and 40*s.* yearly, for ever, to 40 poor housekeepers of the said parish at Christmas yearly, and the other 12*s.*, residue of the said 13*l.*, to be spent by the churchwardens and overseers on the Thursday se'night next after Easter-day yearly, for ever, as his gift to them, which 13*l.* was to be issuing out of a moiety of a farm in Kingswood, called the Grange, in the county of Wilts.

And he directed that another annual sum of 13*l.* should be paid out of the other moiety of his said farm for the benefit of the parish of Kingswood, to be applied in the same manner.

The tenant of the farm called the Grange has regularly paid the 13*l.* to the churchwardens and overseers of Wotton-under-Edge, and the other 13*l.* to the same officers of Kingswood parish; and it appears from the accounts, that the 4*s.* has been laid out in bread, and distributed among 24 poor people of the parish once a fortnight.

Forty shillings to 40 poor housekeepers has been distributed regularly by 1 *s.* a-piece on St. Thomas's-day, and the remaining 12*s.* has been applied as directed by the will.

WILLIAM BAILEY'S CHARITY.

Church Table.—"Mr. *William Bailey*, clothier, gave 20*l.* to the poor of this parish, and 20*l.* in trust, for the charity-school for ever, 1721."

The above sums are said to have been lost many years ago by the insolvency of the person to whom they were lent.

RICHARD MEADES'S CHARITY.

Church Table.—"Richard Meades, alderman of this town, gave 6*l.* per annum, without any deduction, to Jonah Okes and Richard Osborne, their heirs and assigns, for ever, in trust, to be distributed every Michaelmas amongst six ministers of the church of England that shall preach the weekly lecture in this church, and the like annuity to Robert Webb and Richard Nicolas, to be given to the poor the 2d of February; no person or family more than 5*s.* nor less than 2*s.* 6*d.*"

Richard Meades appears to have charged these two annuities upon two cottages and 10 acres of land in the parish of North Nibley, the property of Mrs. Morris, of Cromhall, and occupied by Mr. Richard Hook, who regularly pays the two annuities.

The 6*l.* a year is given to the lecturers in addition to Hugh Perry's gift.

Mrs. Cooper, the sister of the late Mr. Veel, who seems to have long acted in the trust, now directs the distribution of the charity, an account being kept thereof, by which the same appears to have been usually made in sums of 5*s.* and 2*s.* 6*d.* among the second poor of the parish.

ROBERT PURNELL'S CHARITY.

Robert Purnell, by his Will, dated 18th August 1763, gave to his trustees, Matthew Hale and John Osborne, the sum of 550*l.* upon trust, that they and the survivor of them, and the executors, administrators and assigns of such survivor,

Wotton-under-Edge.

Church Lands.

Robert Webb's Charity.

William Bailey's Charity.

Richard Meades's Charity.

Robert Purnell's Charity.

Wotton-under-Edge.

Robert Purnell's
Charity,
continued.

survivor, should put forth and continue the same at interest in any of the funds, or upon any other public or government security, or upon any private real security or securities, at their discretion, and the proceeds thereof should yearly for ever lay out in bread, to be given in sixpenny loaves every Sunday morning after Divine Service, from the first Sunday in the month of November in every year, for ever, till the last Sunday in the month of April following, both inclusive, unto such poor housekeepers of the parish of Wotton-under-Edge aforesaid, not receiving alms of the said parish, as his said trustees should think fit; and he directed that no one person or family should have more than one sixpenny loaf at one time; and he bequeathed unto his said trustees the further sum of 100*l.* upon trust, to place out the same at interest as before directed with respect to the before-mentioned sum of 550*l.*; and yearly for ever to pay and apply the interest towards the support of the Blue Charity School in Wotton-under-Edge aforesaid; and he further willed, that it should be lawful for his said trustees, or the survivor of them, by any deed or writing under his or their hands and seals, executed in the presence of and attested by two or more credible witnesses, to nominate such persons as he or they should think fit, to succeed him or them as trustees, with like power for succeeding trustees, and the survivors and survivor of them, from time to time for ever, to make such appointment of new trustees; and that the said sums of 550*l.* and 100*l.* should from time to time vest in such new trustees upon the trusts aforesaid.

The 550*l.* so bequeathed was outstanding for some time on a mortgage, but in the year 1786 was invested in the purchase of 578*l.* 3*s.* 8*d.* four per cents, since reduced to 3½, and the same sum now stands in the last-mentioned stock in the name of Robert Hale Blagdon Hale, esquire, as the personal representative of the surviving trustee. The interest upon the mortgage was 24*l.* 15*s.* being at the rate of 4½ per cent. The stock in the funds, while it was in the fours, produced 23*l.* 2*s.* 6*d.* and since it has been in the 3½ per cents 20*l.* 4*s.* 8*d.*

These proceeds have been respectively laid out in the purchase of bread under the superintendence of William Moore Adey, esquire, of Wotton-under-Edge, in small loaves, who has seen to the distribution thereof during the winter months, according to the will, at the church, after Divine Service.

The 100*l.* appears to have been paid over to the trustees of the Blue Coat Charity in aid of the funds of that institution.

CHARITIES OF THE EARL OF LEICESTER AND COUNTESS OF WARWICK.

Charities of the
Earl of Leicester
and Countess of
Warwick.

Church Table.—"Robert Earl of Leicester gave a brotherhood to this parish in his hospital at Warwick, worth 20*l.* per annum, which we enjoy."

Two persons, inhabitants of the town of Wotton-under-Edge, are now enjoying the benefit of the institution above mentioned.

Church Table.—"Lady Ann Countess of Warwick, in the 38th year of Queen Elizabeth, erected a large almshouse at Cheyney in Buckinghamshire, and appointed two of the almsfolk therein from this parish, with an allowance of 5*l.* per annum to each; this appointment was confirmed by the right honourable the Lord Berkeley, upon an agreement with her for the manor of Wotton. Anno Sept^o Jacobi."

By an arrangement with the trustees of Cheyney's Hospital, this town does not exercise its privilege of sending two persons, as vacancies occur, to Cheyney's Hospital, but receives from the treasurer of that establishment 3*s.* 6*d.* a week, which is given to two pensioners residing at Wotton, instead of those persons being lodged at the hospital, with a stipend of 5*l.* a year, which was found insufficient to maintain them at such a distance from their connections.

GIFT TO THE ORGANIST.

Gift to
the Organist.

A sum of 200*l.* was given by Mr. *Humphrey Austin*, at present residing near Wotton-under-Edge, towards the support of an organist; and Mr. Tattersall, the vicar, in respect of the same, pays 10*l.* annually, through the hands of Mr. Cooper, to the person who plays the organ in the church.

PARISH OF DIRHAM.

THE REV. WILLIAM LANGTON'S CHARITY.

Dirham.

The Rev. William
Langton's Charity.

The Rev. *William Langton*, by his Will, dated 20th July 1668, gave unto the 12 persons therein named, and the survivors of them, the sum of 600*l.* upon trust, that they should with the said sum of 600*l.*, as soon as might be, purchase lands in fee-simple to them and their heirs, or such other new trustees, not under the number of 12, in such manner as they should be advised; and the said testator directed that the rents and profits of such lands should be employed to the following uses, viz. that 10*s.* a year should thereout be paid to the minister of Dirham for ever, for a sermon to be preached every year in the church of Dirham, and that two third parts of the residue of the said rents and profits should be paid for ever, yearly, to the churchwardens and overseers of the parish of Dirham, to be employed by them, by and with the direction and consent of the minister thereof, and of some of the trustees, or the chiefest of the parishioners, towards the schooling of any poor children within the said parish of Dirham; and also for and towards binding apprentices of such poor mens children as should not receive alms of the said parish; and that the other third part of the said residue should be paid for ever, yearly, to the churchwardens and overseers of the parish of Deynton, in the county of Gloucester, to be by them employed in the same way as was prescribed to the churchwardens and overseers of the parish of Dirham as aforesaid; and the said testator further directed that so soon as the said sum of 600*l.* should be paid by his executor to his said trustees, that the same should be lent upon interest to the chamber of the city of Bristol, or to some other persons upon good security, until such time as such lands were purchased by his trustees for the said uses as aforesaid; and that whenever it should happen that above the number of six of the said trustees should be dead, that then the survivors should convey the said lands to six other persons of honest behaviour, substantial freeholders inhabiting in or near the said parishes of Dirham and Deynton, so as to keep up the number of 12 trustees, and so as often as the same should happen; which trustees so to be successively chosen should be elected by the ministers and incumbents of the parish-churches of Dirham and Deynton aforesaid, together with the churchwardens and overseers of the poor, and most substantial inhabitants of the said parishes for the time being.

The sum of 600*l.* so bequeathed appears to have been paid by the executors, according to the directions of the Will, to the trustees therein named, and to have been afterwards laid out in the purchase of lands in performance of the trusts of his said Will. The original purchase-deed is not in the hands of the trustees, or any copy thereof, but a conveyance of the property to new trustees, bearing date 20th September 1705, was produced, by which it appears that William Blathwayt, and others therein described as surviving feoffees of the said charity-lands, conveyed to John Jackson and John Hicks and others, as new trustees, the trust-estates which are therein described as follows, viz.; a messuage and tenement, built upon a parcel of ground called Red Furlong, situate in Wick, in the county of Gloucester, and a piece or parcel of ground called Red Furlong, containing by estimation seven acres; the fourth part of a close of pasture or arable-land, as it had then been long since divided, known by the name of Wigley alias Wykes Leazow, containing by estimation 15 acres; one other close or parcel of arable-land or pasture-ground, known by the name of the Furlong, containing by estimation nine acres; and three acres, more or less, situate in a meadow known by the name of Fryes Meadow, all which said premises are therein mentioned to be part and parcel of the manor of Wick; and also a close of meadow or pasture known by the name of Caddow Ditch, containing by estimation five acres, which said close was divided into two parts by the river; a close of meadow or pasture lying in the parish of Deynton, theretofore parcel of the lands and hereditaments belonging to a messuage wherein John Atwood did then lately inhabit, and had then lately been purchased from the said John Atwood and John Ridley therein named, to hold the said estate and premises to the said John Jackson, and the other parties of the second part, their heirs and assigns, upon trust, to convey the same unto the said William Blathwayt, and the several other persons therein mentioned, their heirs and assigns for ever, to such good and charitable uses within the

Dirham.

The Rev. William
Langton's Charity,
continued.

said several parishes of Dirham and Deynton as should be thereof declared by Indenture, intended to bear date the 27th day of the same month of September, according to the intent of the said Will of the said William Langton.

It does not appear that any such declaration of trust as is referred to in the above feoffment was ever executed.

The trust-estates, except as hereinafter mentioned, have been regularly transmitted from time to time to a succession of feoffees, chosen according to the directions of the said testator's will, the last transfer thereof being by indenture, dated 21st March 1807: The surviving trustees under transfer are the Rev. George Swayne, rector of Dirham, Robert Bush, John Bush, Robert Toghill, Edward Davis, John Evans, and Samuel Bryant.

In the year 1805 the three acres of meadow called Fries Meadow were sold by the trustees of the said charity, under the Act for the redemption of the Land-Tax, and produced the sum of 250*l.* which was laid out in the purchase of 410*l.* 13*s.* 7*d.* three per cent. consols. The sum of 141*l.* 3*s.* 4*d.* stock, part thereof, was transferred to the commissioners named in the said Act, as the consideration for the purchase and redemption of the sum of 2*l.* 15*s.*, the land-tax charged on the said premises, leaving the sum of 269*l.* 10*s.* 3*d.* three per cent. consols, belonging to the said charity, and which is now standing in the names of the trustees of the same.

The real estates belonging to the said charity at present consist of a small farm of 25 acres, or thereabouts, together with a barn called Wicks Leazes, now let to a tenant from year to year at the annual rent of

	£.	50	-	-
A piece of pasture-land consisting of between five and six acres, also let to a yearly tenant, at the annual rent of	-	16	-	-
A tenement, divided into two cottages, with small gardens, one of which cottages is let at the annual rent of	-	4	4	-
And the other at	-	3	3	-
A piece of pasture, called Caddows Ditch, consisting of about five acres, also let to a yearly tenant, at the rent of	-	10	-	-
Making the whole yearly rents belonging to the said charity	-	83	7	-
Which being added to the dividends of the said stock of 269 <i>l.</i> 10 <i>s.</i> 3 <i>d.</i> three per cents. amounting to	-	8	1	8
Makes a total annual income of	£.	91	8	8

In which income the parishes of Dirham and Deynton are interested in the proportions hereinbefore mentioned.

The sum of 10*s.* out of this income is annually paid to the minister of Dirham agreeably to the directions of the said will.

Two thirds of the residue of the above income, after such payment, amounting to 60*l.* 12*s.* 4*d.*, is considered as appropriated to the parish of Dirham, and is paid to them accordingly, besides which the parish of Dirham is possessed of the sum of 250*l.* three per cents. purchased at different times out of the savings of their proportion of the income of the said charity, making the total annual income belonging to the parish of Dirham 68*l.* 2*s.* 4*d.*

This income is applied as follows; the sum of 32*l.* per annum is paid to a schoolmaster at Dirham, and the sum of 16*l.* to a schoolmistress at Hinton, which is a hamlet of Dirham, for teaching 20 poor children of the parish of Dirham.

Sums of money are also occasionally advanced for the apprenticing of poor children, as appears from the accounts which are regularly kept, and the balances carried on from time to time.

The trustees of this charity are also in possession of the house, garden and premises given to them by the will of the Reverend Peter Grand, as after mentioned, for the residence of a schoolmaster, in which the present schoolmaster now resides.

The schoolmaster and schoolmistress are stated to be competent to their situations respectively, and the schools appear to be properly carried on.

Crossman's Catechism is taught in them according to the directions of the said Peter Grand's will.

THE REV. PETER GRAND'S CHARITY.

The Rev. Peter
Grand's Charity.

Peter Grand, rector of Dirham, in the county of Gloucester, by his Will, dated 18th January 1791, gave the sum of 2,600*l.* consolidated three per cent. annuities, and also the sum of 400*l.* consolidated three per cent. reduced

Dirham.

The Rev. Peter
Grand's Charity,
continued.

reduced annuities, amounting in all to the sum of 3,000*l.* stock, to his wife, to be enjoyed by her during her life, and after her decease to the ministers of Dirham, Deynton, and Pucklechurch, in the county of Gloucester, for the time being, and to their successors, for ever, with power to receive from time to time the interest or dividends thereof, according to the sum of 90*l.* per annum; and upon trust to distribute and dispose of the same in the manner following, viz. to the schoolmaster of the parish of Dirham for the time being, the sum of 10*l.* a year for ever, upon condition that he should be no ecclesiastical person, but a married man of the Church of England, of unexceptionable character, known ability, seriousness, diligence and pious conversation; and also that he should do no parish-business, such as making or collecting of rates, casting accounts, or measuring of lands, and the like, but that he should give constant attendance, not only at the weekly, but also at the Sunday-school kept in the said parish; and that he should teach the children the Church Catechism, and the explanation thereof, together with other religious terms out of Crossman's Introduction to the Christian Religion; and likewise that his wife should teach sewing, knitting and spinning to the children of the poor of the said parish who were known to be in low circumstances, and burthened with a large family, without any stint or limitation of number, but so many as she could teach, and they could spare. He further gave, for keeping the school-house and premises in good and tenantable repair, 5*l.* per annum for ever; also for books, knitting-needles, and spinning-wheels, 5*l.* per annum for ever; to the rector of Dirham for the time being, for preaching a sermon in the parish-church every Good-Friday morning, 1*l.* per annum for ever; and to the three trustees, viz. the ministers of Dirham, Deynton and Pucklechurch above mentioned, and to their successors, on condition that they should meet once a year, and dine together at the school-house of Dirham aforesaid, some time in the month of July or August, as should be most convenient, and there inspect the behaviour and improvement of the children, and the assiduity, sobriety and diligence of the schoolmaster and schoolmistress, 1*l.* each per annum, for ever; also for a dinner to be provided on the occasion, and for other incidental expenses, 2*l.* per annum, for ever. He gave to six distressed clergymen of the Church of England, officiating or having officiated as curates in any part of this kingdom, and not possessed of any living or benefice whatsoever, or to the widows of such poor curates having two, three, four or five children and upwards, the sum of 64*l.* a year for ever, to be divided in equal and proportionable shares, according to the number of children, and laid out by them in clothing and educating such children; and reciting, that savings might from time to time be made out of the sum appropriated for repairing the school-house and premises, or for the purchase of books and other things before mentioned, or from any other savings whatsoever, his further will was, that the same should be placed by his said trustees in the public funds as an additional stock or capital to the 3,000*l.* in the Bank of England aforesaid, and that the interests or dividends thereof should be laid out and bestowed on a proportionable number of poor curates, or the widows of them, for the use, profit and benefit of their children in the manner before mentioned; and his will and desire was, that his said trustees should be reimbursed, out of the interests or dividends aforesaid, all reasonable expenses which they might be at in advertisements and other means of inquiry for the most distressed cases in any part of the kingdom; and he thereby earnestly entreated them to fix upon such persons as without favour, prejudice, or affection, they thought in their consciences to be the most deserving, and in the greatest want of such relief. And he gave to the trustees of a charity called or known by the name of the Rev. Mr. William Langton's Charity, in this county, and to the survivor or survivors of them for ever, all that house, garden, and premises which (after leave obtained of the late William Blathwayt, esquire, lord of the said manor, as appears by the schedule thereto annexed,) he had built on that part of the waste land or common of the said parish lying over against the barn and farm-house of the late Francis Freeman, esq. in the street called the Lower Street; the said house and premises, together with the furniture and goods belonging to the same, to be held by them on trust for the use of, and to be a dwelling-house for, the schoolmaster of the parish of Dirham, and his successors for ever; and reciting, that it appeared by Mrs. Langton's charity-book that for several years past, and from savings

Dirham.

The Rev. Peter
Grand's Charity,
continued.

out of that part of the said charity which belonged to the parish of Dirham, he had bought, on December 29th, 1773, 100*l.* stock in the 3 per cent consolidated bank annuities, and also 100*l.* in the same stock on the 27th of May 1787, amounting in all to the sum of 200*l.* stock, in his own name, he declared that the sum of 200*l.* above mentioned was the sole right and property of that part of Mr. Langton's charity which belonged to the parish of Dirham aforesaid.

The said sums of 2,600*l.* 3 per cent consolidated Bank annuities, and 400*l.* 3 per cent reduced Bank annuities mentioned in the said will, together with the sum of 100*l.* 3 per cent consolidated Bank annuities purchased in the month of August 1820 by the said trustees, are still standing in the above funds in the names of the trustees mentioned in the said testator's will, the dividends on the whole amounting to the sum of 93*l.* per annum.

The trustees receive the dividends, and thereout pay the annual sum of 10*l.* to the schoolmaster of Langton's charity at Dirham aforesaid; and keep the school-house and premises given for his use in repair.

They expend the sum of 5*l.* or thereabouts, annually in books and implements for the use of the schools.

They pay the sum of 1*l.* annually to the rector of Dirham for preaching a sermon on Good-Friday, as directed by the said will.

And they also pay out of the said dividends the sum of 64*l.* a year, as directed by the said will, among six poor clergymen, or the widows of such clergymen, in different proportions, according to the number of their children respectively, observing the directions of the said testator respecting the same.

These payments, together with the allowance to the trustees, the dinner, and small gratuities to the children, amounting to about 5*l.* per annum, and the repairs of the school-house and premises, nearly exhaust the whole of the dividends before mentioned.

The accounts of the said charity (which were produced) appear to be regularly kept, balanced and audited; and the balance in the hands of the trustees at the last audit, which was held in August 1826, amounted to the sum of 38*l.* 15*s.* 10*d.*

PARISH OF CHIPPING-SODBURY.

TOWN AND CHURCH LANDS.

Chipping-Sodbury.

Town and Church
Lands.

Certain lands and houses, situate at Chipping-Sodbury and in the neighbouring parish of Wickwar, have from time immemorial been enjoyed by the town of Chipping-Sodbury as property applicable to various purposes, which are recorded and declared in old feoffments and trust-deeds remaining in the hands of the corporation of the town, and which deeds are set forth in an inquisition taken in virtue of a commission appointed under the statute 43d of Elizabeth, for inquiring into the abuses of charities, dated the 4th September 1694, to the effect following:

That by an Indenture, dated the 20th August 1632, *John Woodbury* and others conveyed to Robert Haynes and others, their heirs and assigns, two several burgage-messuages or tenements, with the gardens to the same respectively belonging, situate in Wickwar, in the county of Gloucester, and therein particularly described by their respective abutments; the half-burgage messuages or tenements therein described, with the gardens thereunto belonging, at Wickwar aforesaid; a certain pasture-ground, called Bowervomes alias Bowerings, containing in the whole by estimation 12 acres, in the same parish; a grove or wood and grounds, containing by estimation six acres (be it more or less), commonly called or known by the name of Inlands, in the parish of Wickwar aforesaid; a meadow, known by the name of Didney's Hill, containing by estimation three acres, therein described; and a close of pasture-ground called Didding Hill, containing by estimation three acres, in the said parish of Wickwar, and therein also described by its boundaries, with all and singular the hereditaments and appurtenances to the said premises belonging, upon trust, that the said trustees should suffer the rents and profits of all the said premises to be disposed and employed by the bailiff and burgesses of Chipping-Sodbury, or the greater part of them, for and towards the relief of the poor of Chipping-Sodbury aforesaid, amending of highways, and for such other necessary uses for the benefit of the inhabitants of the said borough as the bailiff

bailiff and burgesses for the time being, or the greater part of them, should limit, appoint, and direct; and upon condition likewise, that when all the said feoffees should be dead except three or four, that then the said three or four survivors, at the request of the said bailiff and burgesses for the time being, or at the request of the greater part of them, should, at the costs and charges of the said bailiff and burgesses for the time being, make a feoffment of the said premises to such other persons of the said borough, being inhabitants, as the said bailiff and burgesses for the time being, or the greater part of them, should appoint for the purposes aforesaid; and should likewise, upon the like request, make any lease for lives or years, or both, of all or any part of the said premises, to all and every such person and persons as the said bailiff and burgesses for the time being, or the greater part of them, should nominate, to the uses above mentioned.

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Town and Church
Lands,
continued.

That by another Deed indented, bearing date the last day of August 1632, Edmund Evans, and others, therein described as the surviving feoffees of the tenements and hereditaments thereafter mentioned, did enfeoff and confirm unto and to the use of the said Robert Haynes and others, the feoffees in the before-named deeds particularly named, their heirs and assigns, a tenement situate in Chipping-Sodbury, then in the tenure of Henry Box, and a barn called the Waire House, situate in Old Sodbury, and two closes of pasture called the Vairehouses Leazes, and one parcel of land situate in a meadow called Holl Mead, in the parish of Old Sodbury aforesaid; a close of pasture called Brandash and Halkins Close, within the parish aforesaid; certain lands called the Garlands, in the same parish; a piece of land called the Splotts, a burgage situate in Flints Close within the said borough of Chipping-Sodbury; a tenement and a meadow situate in Chipping-Sodbury beyond the Baryates, on the east part; a tenement with one orchard beyond the Baryates in Chipping-Sodbury aforesaid; a tenement with an orchard, situate beyond the Baryates theretofore in the tenure of Lawrence Farr; a burgage against Gaunter's Field; within the borough aforesaid a tenement with an orchard in Chipping-Sodbury aforesaid, in a street called Horse-street; two burgages in Chipping-Sodbury, in a street there called Rouncival-street; a shop in the said street there, called the Butchers Shop, and a tenement situate in Chipping-Sodbury aforesaid, in a street called the Garrett, to the intent and purpose that the said feoffees should lay out all the revenues, issues and profits of the said last-mentioned premises in and upon the reparation of highways in Chipping-Sodbury aforesaid, and upon the relief and sustentation of poor men and women inhabiting within Chipping-Sodbury aforesaid, and about other necessary things for the inhabitants of the said borough of Chipping-Sodbury, as the rents and profits thereof then were and had been usually laid out, from time to time, beyond the memory of man; and to the intent that when all the feoffees should be dead except three or four, the said three or four so surviving should make a feoffment of the said last-mentioned premises to such and so many person and persons, their heirs and assigns, as the said bailiff and burgesses of the said borough, or the greater part of them, from time to time should appoint, at the costs and charges of the said bailiff and burgesses for the time being, and to the intent that the said feoffees should make any lease for three lives, or years, or both, of all or any of the said last-mentioned premises, to such person and persons as the said bailiff and burgesses of the borough aforesaid, or the greater part of them, should nominate and appoint, at their like costs and charges, to the uses above mentioned.

That by a deed-poll, bearing date 3d April 1635, Clement Merrick and others, therein described as the then surviving feoffees of the lands and tenements pertaining to the church of St. John the Baptist in Chipping-Sodbury, for the better repairing and maintaining of the said church, did enfeoff and confirm into Robert Davis and others, their heirs and assigns, two messuages or tenements in Chipping-Sodbury aforesaid, whereof one of the said tenements was the corner house lying northward to the street over against the Cross there, with a garden to the same, adjoining on the south part of a tenement and close called a Burgage Ground, lying near Hownes Lane in Chipping-Sodbury aforesaid, containing by estimation two burgages; a burgage-ground lying in Chipping-Sodbury aforesaid, in or near a street there called Rounsevall-street, containing by estimation half an acre, then in the occupation of Martha Pill, widow, or her assigns; a close of meadow lying in Chipping-Sodbury aforesaid,

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 Town and Church
 Lands,
continued.

called Pearl Mead, containing by estimation two acres; and three acres and a half of meadow-ground in a certain place called Dole Mead within the manor of Old Sodbury, to the intent that the bailiff and burgesses of Chipping-Sodbury for the time being, and the greater part of them, should bestow the issues and profits arising out of the last-mentioned premises in and upon the repairing and upholding of the said church of St. John the Baptist aforesaid, and to no other use whatsoever.

That by another Deed-poll, bearing date the 26th August, in the 11th year of Charles the 1st, Edmund Evans, John Warner, and Edward Hill, being surviving feoffees, and seised of divers parcels of land and tenements lying in Chipping-Sodbury aforesaid, did enfeof and confirm unto William Wickham, bailiff of the said town, and divers others, their heirs and assigns, being all burgesses and inhabitants of and in the said borough and town, all those three tenements and two garden-grounds, situate within the same borough or town, between a tenement or inn called the George Inn, on the east part; a tenement, then in the possession of one William Turner, on the west part, one of which said three tenements lay next to the said inn called the George aforesaid, with a garden-ground and back-side extending down to the brook there, and was then in the occupation or possession of William Caurbridge, and the middle tenement of the said three tenements was used for the town-house there, and the other of the said three tenements, with a garden-ground, was then in the possession of one James Wineard, in as large and ample manner and form as they the said Edmund Evans and other persons then deceased, late had and then held the same by virtue of a poll-deed of bargain and sale, and confirmation thereof to them made by Edward Hill and others, then late burgesses and inhabitants within the borough and town of Chipping-Sodbury aforesaid, dated the 1st day of February, in the 34th year of the reign of Queen Elizabeth, to the only use and purpose that they, their heirs and assigns for ever, should yearly pay the same to two of the burgesses and inhabitants of the same town, to be appointed by the bailiff and his co-burgesses for the time being, or the more part of them, to receive the same, to be employed, partly to the supportation, relief and maintenance of the same town of Chipping-Sodbury, as also to be partly distributed in alms amongst the poor people which should be dwelling in the same town of Chipping-Sodbury for the time being, by the space of three years, in honest fame and good opinion of men, every week or every month, by the discretion and oversight of the bailiff and his co-burgesses for the time being, or the more part of them; and likewise to the intent that whenever the said feoffees should happen to die, except three or four of them, that then the same three or four of them surviving, upon request to be made unto them by the bailiff and the co-burgesses of the said town for the time being, or the greater number of them, should grant over the said last-mentioned premises unto 12 or more honest persons, being inhabitants and burgesses of the said town for the time being, to hold to them and their heirs, for ever, under the same trusts.

And the said several feoffments so made as aforesaid, the jurors, upon the said inquisition aforesaid, presented to have been made and executed by the said feoffees in pursuance of and according to the trust in them reposed, and pursuant to the uses and intents for and to which the said lands and premises were originally given.

And the said jurors further presented, that by another Indenture, dated the 14th September 1682, Anthony Wickham, and others therein mentioned, then or late inhabitants of the borough of Chipping-Sodbury, surviving feoffees of the messuages, lands and tenements thereafter mentioned, of the first part, did enfeof and confirm unto Samuel Burcombe and others, all of them inhabitants of the borough of Chipping-Sodbury aforesaid of the second part, all those two messuages and tenements situate within the borough of Chipping-Sodbury aforesaid, one of which was situate at the corner over against the Cross there, with a plot of garden-ground to the same adjoining, and the other adjoined to the house or inn called the Bell on the westward part, and to the messuage in the possession of one Thomas Weare on the eastward part; one parcel of burgage-ground situate within the said borough, in a street called Rouncival-street, commonly called St. John's Hold; a close of meadow-ground situate within the borough aforesaid, called Pearl Mead, containing by estimation two acres; a close of burgage-ground situate within the said borough, containing

two burgages, bounded with Hound's Lane on the east part, and three acres and a half of meadow-ground situate in a common meadow called Dole Mead alias Lot Mead within the parish of Old Sodbury, and then in the occupation of Robert Knee and John Champnies, as churchwardens of the said borough, to be holden upon trust, that they and the survivors of them, or the major part of them, should for ever thereafter pay and bestow the rents and profits of the said premises in, upon and about the reparation, sustaining and amending of the church of St. John the Baptist aforesaid.

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continued.

And that by one other Indenture, bearing date the said 14th day of September in the said year 1682, Thomas Wickham, Richard Cabbell and others, all of them surviving feoffees of the several messuages, lands and tenements thereafter mentioned, did grant and confirm unto Samuel Burcombe, John Skinner, Stephen Smith and others, and their heirs, three several messuages or tenements adjoining together, within the borough of Chipping-Sodbury aforesaid, extending to the street or King's highway on the south part, and lying between and adjoining to a tenement or inn called the George, on the east part, with two several plots of garden-ground, and the appurtenances to the said several tenements adjoining, and extending from the said street, from and to a brook there backwards, one of which said three messuages or tenements in the middle, and then consisting of two large rooms, one over the other, facing the street, and another little room at the head of the stairs then was, and had been, time out of mind, commonly known by the name of the Church House, or Town House, with all outhouses and buildings behind the same thereunto belonging, and then used as an almshouse or houses, to be holden unto and to the use of the said Samuel Burcombe and others, their heirs and assigns for ever, to the intent that they and the survivors of them, and their heirs, should yearly employ the rents and profits thereof, as well for the supportation, relief and maintenance of the said borough of Chipping-Sodbury, and the inhabitants thereof, as also to be distributed in alms amongst the poor people which should for the time being be dwelling in the borough aforesaid, and of honest fame and good conversation, so as such poor people should have been before such distribution to them inhabiting in the said town for the space of three years together, weekly or monthly, according as there should be occasion; and as to the said Samuel Burcombe, John Skinner and others, or the survivors of them, or the major part of them, should seem meet; and for such other necessary and charitable intents and purposes, as the rents and profits of the premises had been usually disbursed and employed in, or as the said Samuel Burcombe, John Skinner, and the rest of the feoffees before named, or the survivors of them, or the major part of them, should think meet; and upon further trust, that when they the said feoffees should be reduced to three or four, then such three or four should convey the said premises unto 12 or more inhabitants of the borough aforesaid, and their heirs, upon the like trusts.

And the said jurors did present, that the two last-mentioned feoffments, and the uses in them respectively limited, were not limited according to the trust reposed in the said respective feoffors therein respectively named by the respective donors and former feoffees of the several lands, tenements and hereditaments therein respectively mentioned.

And the said jurors further presented, that Toby Davis, late of Chipping-Sodbury aforesaid, who died in or about the year 1653, did, in and by his last will, give to the said feoffees of the lands of the borough of Chipping-Sodbury aforesaid for the time being, and to their heirs and successors, 2*l.* yearly for ever, to be paid them for the placing out apprentice of one poor boy yearly, of the inhabitants of the borough of Chipping-Sodbury aforesaid, at the discretion of the feoffees, churchwardens and overseers of the poor for the time being of Chipping-Sodbury aforesaid; and he gave to his two grandchildren, Mary Davis and Ann Davis, and to their heirs, all his messuages, lands and hereditaments in the parishes of Wapley and Codrington, Dirham and Hinton, or either of them, in the said county of Gloucester, viz. as to one meadow or pasture-ground called Verne Hill, and another ground called Hamwood Leaze in Wapley and Codrington aforesaid, and one other ground called Evering Hill in Dirham and Hinton aforesaid, parcel of the said tenements and premises, he gave the same to the said Mary Davis and her heirs for ever, chargeable with

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continued.

the yearly payment of 20*s.* parcel of the said 40*s.* for the binding one poor boy apprentice as aforesaid; and as to one house, garden and orchard near Wapley church aforesaid, and two grounds, one called Long Oak, and the other Cole Acre in Wapley and Codrington aforesaid, residue of the said tenements, he gave the same to the said Ann Davis and her heirs and assigns for ever, chargeable with the other yearly payment of one 20*s.* parcel of the said 40*s.* for the placing of such apprentice as aforesaid.

And they further found, that the said Toby Davis at the time of the making of the said will, was possessed of the said devised premises for lives, one of which, viz. Samuel Stokes, was still living; and that the said Toby Davis died so possessed in or about the year 1653; and that the said Mary Davis and Ann Davis were still possessed of the lands so respectively to them devised, or some considerable part thereof, being both widows, viz., Mary Walker, the widow and administratrix of William Walker, of Doynton in the county of Gloucester, and Ann Burcombe, widow, relict and executrix of Samuel Burcombe, late of Chipping-Sodbury aforesaid; and that the same lands had been possessed by the said William Walker, and his said wife, from the death of the said Toby Davis until the time of that inquisition; and that from the year 1661 until the time of the said inquisition the said annuity of 40*s.* had been behind; that the arrear amounted in the whole to the sum of 66*l.*; and that the said Mary Walker and Ann Burcombe had sufficient assets in their hands respectively of their respective husbands estates, to pay the said sum of 66*l.*

And the said jurors further presented, that Robert Davis, of Little Sodbury, in the county of Gloucester, by Indenture, dated the 13th May 1680, for the consideration therein mentioned, did grant and confirm to Richard Thynne, Thomas Walker, Thomas Ody, and Giles Manning, a newly-erected messuage in Little Sodbury in the said county, wherein the said Robert Davis then dwelt, and which he had lately built upon or near a certain close of ground called Farmers Leaze, and several other lands therein also mentioned, lying in Little Sodbury aforesaid; and also all other lands therein mentioned, which he purchased to him and his heirs of Mary Roswell, to hold to the said feoffees, their heirs and assigns for ever, upon several trusts therein mentioned; and more particularly as to those purchased of Mary Roswell, to the said trustees for 40 years, and after the determination of that term to several uses therein mentioned, subject to the payment of an annuity of 10*l.* per annum, formerly granted out of the said premises by the said Robert Davis to the bailiff, burgesses, and several of the inhabitants of Chipping-Sodbury, and their heirs, for the use of a free-school to be kept within the same borough. In which deed it was declared and agreed by and between the parties thereto, that the term of 40 years before therein limited of and in the premises to the said trustees, was so limited to them upon trust, that they and the survivors and survivor of them, and the executors, administrators, and assigns of such survivor, should, out of the clear yearly rents and profits thereof, raise the said yearly rent of 10*l.* yearly, for the use and benefit of a grammar-schoolmaster, by the bailiffs and burgesses of the borough of Chipping-Sodbury for the time being, to be placed there to teach school within the said borough, during such time only, and no longer, than such schoolmaster should inhabit and teach school within the said borough, so as such schoolmaster should from time to time instruct in learning two poor boys, each of them of the age of 10 years and upwards, born and inhabiting in the said town and borough, such as the bailiff and five of the ablest burgesses of the same borough for the time being, with such person as from time to time should be seised of the freehold of the aforesaid messuage and mansion-house situate in Little Sodbury aforesaid, or the major part of them, should appoint in that behalf, without any further payment or gratuity for the same, during the space of five years for each of the same boys, or for a longer or shorter time as they should be found capable, and as the said bailiff and burgesses, with such person as from time to time should be seised of the aforesaid messuage in Little Sodbury, or the major part of them, should think fit.

And the said jurors further presented, that the sum of 20*l.* was in arrear at Lady-day last 1694.

And they further presented, that John Atwood, of Doynton, in the county of Gloucester, by Indentures, bearing date the 15th and 16th days of September

tember 1687, for the consideration of 125*l.* therein mentioned, did grant and release to Robert Smith, then mayor of the borough of Chipping-Sodbury, and the several other persons therein mentioned, burgesses of the same borough, their heirs, successors and assigns for ever, two several messuages or tenements lying together in the high-street, in the said borough, extending to the king's highway there on the front or south side; a close of ground called Buckett's Hill, containing by estimation four burgages, belonging to one of the said messuages, and usually leased therewith, situate within the said borough; to hold unto the said Robert Smith, Samuel Burcombe, and other the said feoffees, their heirs, successors and assigns, for ever, to and for the public use and benefit of the said borough and inhabitants thereof.

That 45*l.*, part of the 125*l.*, was money belonging to the stock of the poor of the said town; and 10*l.* had been given by one George Russell, as appeared by an inquisition therein referred to, wherein it had been found, that George Russell, of Tormarton, in the county of Gloucester, had by his will long ago given 10*l.* a-piece to the parishes of Tormarton, Chipping-Sodbury, Old Sodbury, and Marshfield, in the said county, to be disposed as stocks for the good of their several poor, and especially their poor children, to be honestly brought up to be made apprentices from time to time, as far as the benefit and lawful usage of the said stocks would extend, which said sums had been paid to the said several parishes, but that the 10*l.* belonging to Chipping-Sodbury had been laid out upon lands; and that by the decree grounded upon such inquisition it had been decreed that the churchwardens and overseers of the poor of the respective parishes should in all things observe the order and direction of the said testator touching the said gifts set down in his said will, and that the bailiff and burgesses of Chipping-Sodbury should pay in the said sum of 10*l.* to the churchwardens and overseers of the poor there, to be bestowed according to the said will of the said George Russell.

That 10*l.*, other part of the said 125*l.*, was given by Mary Stiles; and that the 60*l.*, other part thereof, was borrowed at interest by the said feoffees of one Mrs. Jane Burcombe, for security whereof, with interest after the rate of 5*l.* per cent, the said premises in the said recited Indenture of Release mentioned, were by the said Robert Smith, and others the said feoffees, by Indentures bearing date the 27th and 28th September 1687, mortgaged to the said Jane Burcombe, and that the said principal sum of 60*l.*, besides the interest thereof, was still due and owing to the said Jane Burcombe.

That divers of the said bailiffs and burgesses, and other the inhabitants of the said town of Chipping-Sodbury, who ought to have disbursed or truly accounted for such monies, fines, rents, and revenues coming of the lands and tenements aforesaid, as they severally did receive, or might have received, according to the charitable uses aforesaid, had not employed the same according to the trusts in them severally reposed, to the great detriment of the said town, and contrary to the intention of the donors of the said lands and hereditaments, and particularly Thomas Hooper, the sum of 22*l.* 12*s.* 3½*d.*; David Tanner, 1*l.* 15*s.*; Robert Edwards, 13*l.* 18*s.* 8*d.*; Nicholas Legg, 26*l.* 5*s.* 7*d.*; the said Nicholas Legg and Thomas Donington, 10*s.*; the said Nicholas Legg and Henry Wickham, 10*s.*; John Skinner, 16*l.*: the said John Skinner and Henry Hellier, 10*s.* the said John Skinner and Nathaniel Tanner, 10*s.*; Robert Dicks, 1*l.* 7*s.*; Ann Burcombe, widow, as the relict and executrix or administratrix of Samuel Burcombe, her late husband, deceased, 22*l.* 10*s.*; and that she the said Ann Burcombe had sufficient both of the lands, and goods and chattels, of the said Samuel Burcombe in her hands unadministered to satisfy the said 22*l.* 10*s.*

And that the several churchwardens of the town of Chipping-Sodbury for the time being, from the year 1665 to and in the then present year 1694, had respectively from time to time received the rents and profits of a certain common mead, called Dole Mead, belonging to the parish-church of Chipping-Sodbury aforesaid, and had not accounted for the same as they ought to have done, but had kept the same in their respective hands; which yearly rents and profits of the said mead were of the value of 10*s.*

And that it had appeared to them, by the counterparts of several leases then shown to them, that there had been lately divers feoffments and grants made of the said town-lands unto Robert Smith, Samuel Burcombe, and others, all of

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Chipping-Sodbury; and likewise that divers feoffments of the same lands had been made by the mayor, burgesses, and aldermen, but to what uses the said jurors did not know.

The commissioners by their decree, grounded upon the said inquisition, setting forth that it appeared to them, as well by the said inquisition as by the consideration of the said deeds of the 20th day of August 1632, and of the last day of August 1632, and also by one other deed of feoffment, bearing date the 14th day of September 1682 (not found by the said inquisition), that John Winter, Richard Welsh, John Woodman and others, did grant and confirm to Samuel Burcombe, Bernard Orchard, and others, all those several messuages, lands, and hereditaments in Wickwar and Sodbury aforesaid, conveyed in and by the said two several deeds of the 20th day of August 1632 and the last day of August 1632, to the intent that they the said Samuel Burcombe and other the said feoffees therein named, and the survivors of them and their heirs, should yearly from time to time employ and disburse all the rents and profits arising out of all the premises thereby granted in and upon the reparation of highways within the borough of Chipping-Sodbury aforesaid, for the sustentation of poor people inhabiting within the said borough, and such other necessary and charitable acts and things for the inhabitants of the said borough, as the rents and profits of the same had been usually disbursed and employed in, or as the said Samuel Burcombe, and others the said feoffees, or the survivors of them, or the major part of them, should think meet; and that by such conveyance the said John Winter, Richard Welsh, John Woodman, and others, had not conveyed the said lands and hereditaments last mentioned according to the trust in them reposed, but had broken the trust reposed in them; for redress thereof did adjudge and decree that John Skinner, Bernard Orchard and others, who were the surviving feoffees of all the said lands and hereditaments last mentioned, should at the request and charges of Christopher Ludlow, then bailiff of the said borough, Peter Hardwicke and James Wickham, the then town-masters, execute a new conveyance of all those messuages, lands and premises last referred to unto the said Christopher Ludlow, bailiff of the said town, Peter Hardwicke, and others, all of the said town of Chipping-Sodbury, their heirs and assigns, for ever, to, for, and upon the uses and trusts, and in such manner, as the same were settled, limited and declared in and by the said two several deeds indented, dated the said 20th day of August 1632, and the last day of August 1632, mentioned in the said inquisition, and presented to be pursuant in other ancient feoffments, and according to the intent, direction and appointment of the respective donors of the several and respective lands, tenements and hereditaments aforesaid.

And further setting forth, that it appeared unto them, as well by the said inquisition, as by consideration of the said deed-poll, dated the 26th day of August in the said 11th year of the reign of Charles the 1st., in the said inquisition mentioned, and of the said deed indented, bearing date the said 14th day of September 1682, that the said feoffees in the said deed indented, bearing date the said 14th day of September 1682, did not convey the said lands, tenements and hereditaments in the said deed mentioned according to the trust in them reposed, but broke the trust in them reposed; for redress thereof, they did order and decree that the said John Skinner, Bernard Orchard, and others, surviving feoffees of the said messuages and hereditaments belonging to the said town of Chipping-Sodbury, contained in the said last-mentioned deed-poll, should on or before the said 1st day of March next ensuing grant, enfeoff and confirm, unto and to the use of the said Christopher Ludlow and others, their heirs and assigns, all those lands, tenements and hereditaments mentioned in the said last-mentioned deed-poll, to such uses and purposes as the same were settled, limited and declared in and by the said deed-poll, dated the said 26th of August in the said 11th year of Charles the 1st, and mentioned in the said inquisition, and presented to be made and executed pursuant to other ancient feoffments thereof made, according to the intent and direction of the said respective donors thereof.

And also stating, that it appeared unto them, as well by the said inquisition as by consideration of the said deed-poll, dated the 3d day of April 1635, and of the said deed of the 14th day of September 1682, that the said feoffees in the said deed of the 14th day of September did not convey the said lands therein mentioned according to the trust in them reposed, but had broken the trust in them reposed; for redress thereof they did order and decree, that the

said

said John Skinner, Bernard Orchard, and others, surviving feoffees of all the said messuages, lands and hereditaments mentioned and conveyed in and by the said deed indented last mentioned, should grant and convey unto the said Christopher Ludlow and others, their heirs and assigns for ever, all those two messuages, lands, tenements and hereditaments mentioned and conveyed in and by the said deed-poll last mentioned, to such and the like uses, and in such manner, as the same lands and premises were settled, limited and declared in and by the said deed-poll, bearing date the 3d day of April 1635, presented by the said inquisition to have been settled, limited and appointed to such uses as the same had been by other ancient feoffments, made thereof, and pursuant to the uses and trusts for which the same were originally given by the donors thereof.

And forasmuch as the messuages, hereditaments and premises thereafter mentioned were purchased, as by the inquisition found and presented, with some part of the money then in stock belonging to the said poor of the said town, from John Attwood, and conveyed to Robert Smith, then mayor of the said borough, and others, to and for the said public use and benefit of the said borough and the inhabitants of the same; and as some of the said inhabitants of the said borough had besought the said commissioners, that the said hereditaments so purchased of the said John Attwood might be enfeoffed, and confirmed to and upon such uses, trusts and purposes as other the said lands belonging to the said town were limited and appointed, they the said commissioners thinking the same a reasonable request, did order and decree that the said John Skinner, Bernard Orchard, and others, surviving feoffees of the said last-mentioned premises, should likewise, at the like request and costs, grant and confirm unto and to the use of the said Christopher Ludlow and others, their heirs and assigns, for ever, all those same last-mentioned premises, to such uses, intents and purposes, and in such manner and form, as the said hereditaments contained in the said deed, dated the last day of August 1632, presented by the said inquisition, were limited, and to no other use, trust, intent or purpose whatsoever.

And further stating, that it being doubtful whether the said feoffees did by the said conveyance from the said John Attwood take the premises last mentioned in their natural or their politic capacity as mayor, aldermen and burgesses of Chipping-Sodbury, they the said commissioners did therefore, to take away all doubt, further decree, that the mayor, aldermen and burgesses aforesaid should on the 1st day of March next ensuing, at the like request and costs of the said Christopher Ludlow and others, convey, enfeoff and confirm, unto and to the use of the said Christopher Ludlow and others, their heirs and assigns, for ever, all the hereditaments last mentioned, to such uses and purposes as the said hereditaments mentioned in the said deed of the last day of August 1632, were limited and declared.

And stating also, that it had likewise appeared to them that there had been several feoffments and conveyances made of the said charity-premises unto the mayor, aldermen and burgesses of the said town of Chipping-Sodbury, and their successors, to certain secret uses, the production of which had been refused: Inasmuch as the said conveyances were made to a body corporate, that had neither lands nor goods or chattels to answer for the issues and profits of the said lands, or for the mis-employment thereof, they did adjudge the same to be contrary to the intent and meaning of the several and respective donors of the said charitable lands and hereditaments, and to be done in breach of trust; for redress whereof they did order and decree that the said mayor, aldermen and burgesses, should, at the request and charges of the said Christopher Ludlow and others, or the survivors or survivor of them, or in case of their deaths, of the bailiff of the said borough for the time being, convey, as much as in them lay, to the said Christopher Ludlow and others, their heirs and assigns for ever, all the said several charity-lands and hereditaments to the several and respective uses and purposes, to, upon, and for which they were anciently by the respective donors thereof given and appointed.

And further setting forth that a certain close, or leaze-part of the said town-lands, was then leased out to Thomas Hooper for lives or years; and one other ground, called Buckett's Hill Leaze, part of the said town-lands, was then leased to Robert Edwards for lives; and that it appeared to them that oftentimes abuses happened by letting out the said lands for lives or years, for fines,

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in diminishing the full rent by letting the same to friends and acquaintances at an under-value, they did, therefore, for prevention thereof, order and decree, that from and after the expiration of the said respective leases, or grants thereof, the said grounds should be no more granted or leased out to any person or persons whomsoever, but at a rack-rent of the full yearly value.

And stating further, that it appeared unto them that the ancient custom of the said town of Chipping-Sodbury, from the first time of the said charitable gifts, had been, that the bailiff and burgesses, and town-masters of the town, had annually, on the 5th day of January, elected two of the substantial inhabitants of the same town, by the name of town-masters, which said two substantial inhabitants or town-masters for the year ensuing had let the same charitable lands and tenements, and had received the rents and profits thereof, and had disposed of the same to and for the several and respective charitable uses for which the same had been respectively given; and the said town-masters did anciently keep and enter fair accounts thereof in a ledger-book; and that there was a great strong chest kept and maintained in a public room in the said town for that purpose set aside, to which several keys belonged, and which were put in the custody of several persons, all which had lately been disused, which the said commissioners did judge to have been some of the causes of the misapplications and abuses of the said rents and revenues; for redress thereof they did further decree, that the bailiff of the said town for the time being should thenceforth keep his ancient public meetings on the said 5th day of January, at the Town Hall in the said town, and should then and there annually elect, by the consent of the burgesses of the said town, and such of the inhabitants thereof as had served the office of town-master in the said town, two of the said substantial inhabitants of the said town to be town-masters for the year ensuing, for the receiving, paying and disposing of the rents and profits, and management of the said charity-lands, tenements and hereditaments for the year ensuing, according to the true intent and meaning of the respective donors thereof, and according to the several uses, intents and purposes for which the same were limited and appointed; and that there should be kept a large ledger-book of accounts, in which should be fairly and distinctly entered the several and respective accounts of the said respective charity-lands, viz. the accounts of the lands, and the revenues thereof appointed for the repair of the church of St. John the Baptist, by themselves; and the accounts of the reparation of the highways, by themselves; and the accounts of the money laid out for the maintenance of the poor, to the schoolmaster, and binding out of apprentices, by themselves; and also of the reparations, taxes, and other disbursements, by themselves; and that four locks and keys should be put and affixed to the said chest, which four keys should remain in the custody of the several persons thereafter named, viz. that one of the said four keys should be in the custody of the bailiff for the time being; that each of the town-masters for the time being should have one of the said keys; and that one of the last preceding town-masters nominated by the bailiff for the time being, at the time of the election of the succeeding town-masters, should have the custody of the remaining key; and that all the writings, muniments, accounts, and books of account, belonging to any of the said charity-lands, and the said ledger-book, should be kept in the said chest.

And they did further order that the rents and revenues of the said lands, called Church Lands, given for the reparation of the said church of St. John the Baptist, should be laid out and disposed of to that use, and no other.

And further setting forth in the said decree, that by a former decree made the 11th day of January, in the third year of the reign of King Charles the 1st, by virtue of a commission issued according to the said statute of the 43 Elizabeth, and afterwards by the Lord Keeper of the Great Seal, explained and confirmed; it had been decreed, that out of the lands belonging to Chipping-Sodbury, and especially limited to the use of the church, the yearly sum of 4*l.* should go and be employed towards the mending of the highways of the said town and borough as far as there should be occasion; and if there should be no cause so to spend the same, then so much of the said sum as should not be so employed should go and be employed to the use and relief of the poor inhabitants of the said town, of honest fame and name, and that had then abode there for the space of three years then last past; and further, that the rents and revenues of the town-lands not appointed for the repair of the church,

church, or otherwise limited to any particular use, should go and be employed to the uses and purposes following, viz. that 20*l.* should be paid and distributed to the poor of the said borough yearly, and after the said 20*l.* paid to the poor, that 20*l.* a year should be laid out for the binding out apprentices of poor town-born children to handicraft trades, not exceeding 4*l.* to be given with each apprentice; and, in the next place, that 20*l.* more per annum should go and be paid to a schoolmaster, who should teach the townsmens children their grammar there freely, they the said commissioners held it meet for the same to be observed and performed; that the said schoolmaster should be appointed by the bailiff and burgesses for the time being, or the major part of them; and that his said salary of 20*l.* per annum should be paid to him by half-yearly payments, by the town-masters for the time being, who were to collect the said rents and revenues of the said lands; that after the said ways should be sufficiently repaired, and the said sums of 20*l.* should be raised for the poor, for apprenticing, and for the said schoolmaster, the overplus of the revenue of the said town-lands, not particularly appropriated for the repair of the said church, and also the rents and revenues of the said lands newly purchased of the said John Attwood, should be applied to the payment of the said mortgage; and after the said mortgage should be paid, that then 10*l.* more per annum, or so much thereof as could be raised, should be paid out of the rents of the said lands not appropriated for the church, towards the relief of the poor of the said town; for the better and more orderly distributing of the said yearly sums thereby ordered to be paid for the relief of the poor, they did decree, that the bailiff of the said town for the time being, and the burgesses and town-masters of the said town, or the major part of them, should once in every month meet in some convenient place in the said town, and then and there appoint and direct what person or persons should weekly receive the said alms, and what and how much they should weekly receive; and that the said town-masters who should collect the rents should quarterly pay the part thereof thereby directed to be paid for the maintenance of the said poor into the hands of the overseers of the poor of the said town, to be by them distributed and paid weekly to such person and persons, and in such manner, as the said bailiff, burgesses and town-masters, or the major part of them, at their said monthly meetings, should nominate and direct, which said overseers should account for the same to the said bailiff, burgesses and town-masters, or the major part of them, and should pass the same with their other accounts before the justices of the peace for the county of Gloucester at their next petty-sessions.

And they did further order, that the said 10*l.* per annum so by the said inquisition found to be given by Robert Davis therein named, for and towards the better encouragement and maintenance of a grammar-schoolmaster, on such conditions as were therein mentioned, should be paid yearly to the said schoolmaster as the said Robert Davis had directed.

And further noticing, that there was within the said town a certain house, some part of the lower part whereof had been for a long time past made use of by the lord of the manor of Chipping-Sodbury aforesaid, to take his toll at all markets and fairs; and another part of the lower part whereof had been made use of as a prison; and the over part whereof had been made use of as a school-house; and the townsmen of the said town, and also the lord of the said manor, had each of them claimed the whole house, but neither of them had made appear any other title than the usage aforesaid; they the said commissioners did therefore, by consent of both the said parties, decree that the said part of the said lower part of the said house should remain to the said lord of the said manor of Chipping-Sodbury, his heirs and assigns, for ever, for the keeping and taking his tolls aforesaid; and the other part of the said lower part of the said house for a prison as aforesaid; and that the said over part of the said house should continue to the said townsmen and their successors for ever, for a school-house, in which should be taught the said townsmens children, the said bailiff and burgesses or townsmen, from time to time repairing the said school-house out of the town-stock.

And after further directing that certain sums then due and in arrear to the said charitable funds, under the circumstances therein particularly set forth, amounting to 218*l.* 18*s.* 6½*d.* should be paid by the several persons respectively liable to pay the same, and applied in the manner therein mentioned, they did order and decree, that whatsoever, after the discharge of all the good

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uses and charities aforesaid, should arise or be overplus of the rents, revenues or fines of the said lands respectively, should, either by the said bailiff and burgesses for the time being be employed to the same uses to which the said lands from which the same should arise were respectively given, or otherwise, should be laid out for the purchasing of more lands, to the same uses to and for which the said lands from which the same should arise were respectively given and appointed.

From the above state of facts, which we have carefully collected from the said decree of the 14th of September 1694, we find that by an Indenture, bearing date 20th August 1632, certain lands and premises, situate at Wickwar, were conveyed to certain feoffees, to apply the rents and profits towards the relief of the poor of Chipping-Sodbury, amending the highways, and such other necessary uses, for the benefit of the inhabitants of that borough, as the bailiff and burgesses should direct.

That by another Indenture, dated 31st August 1632, certain houses and lands in Chipping-Sodbury were conveyed to feoffees, to apply the rents and profits for reparation of highways in Chipping-Sodbury aforesaid, and for the relief and sustentation of poor men and women inhabiting therein, and about other necessary things for the inhabitants of the said borough, as the same had usually been laid out upon from time to time beyond the memory of man; the bailiff and burgesses under both the above indentures being empowered to nominate the new feoffees to the vacancies in that body.

That by a Deed-Poll, dated 3d April 1635, the burgage-tenements and premises therein mentioned to be situate in Chipping-Sodbury aforesaid were conveyed to feoffees therein named, to apply the rents and profits thereof in and about the repairing and upholding the church, and to no other use whatsoever.

And that by another Deed-Poll, dated 26th August, 11th Car. I., the tenements and grounds therein mentioned to be situate in Chipping-Sodbury aforesaid were conveyed to feoffees therein named, upon trust, to pay the rents and profits thereof to two of the burgesses and inhabitants of the same town, to be nominated by the bailiff and his co-burgesses, to be employed by them partly to the supportation, relief and maintenance of the same town, and partly in alms among the poor people who should have been dwelling in the same for the space of three years, in honest fame and good opinion of men, by the discretion, consent and oversight of the bailiff and his co-burgesses for the time being.

The premises contained in the two last-mentioned deeds were respectively conveyed by two subsequent deeds of the 14th September 1682, to new feoffees, upon trust, as to those contained in the deed-poll of the 3d April 1635, to apply the rents for the reparation of the church, but without letting in the interference of the bailiff and burgesses; and as to those contained in the deed-poll of the 26th August, 11 Car. I., in trust, for the supportation, relief and maintenance of the said borough, and to be distributed in alms among the poor people who should have been inhabiting in the town for the space of three years together, and such other charitable purposes as the feoffees therein named should think meet, in like manner passing by the bailiff and burgesses as in the last-mentioned deed.

The inquisition upon which the said decree was grounded presented, and found, that the four first-mentioned deeds, dated respectively 20th August 1632; 31st August 1632; 3d April 1635, and 26th August, 11 Car. I. were conformable to the uses and intents for which the said several premises therein respectively contained were originally given, but that the uses limited in the two last-mentioned indentures of 14th September 1682 were not limited according to the trust reposed in the said feoffees; and it is to be presumed that the deviations ascribed by the jurors to those last-mentioned instruments consisted in the exclusion of the mayor and burgesses as above mentioned.

The decree, after noticing these matters, makes mention also of another indenture of the 14th September 1682, whereby the said several premises at Wickwar and Sodbury, comprised in the said indentures of 1632, were conveyed to feoffees, omitting also the right of interference on the part of the bailiff and burgesses, and declaring that indenture of 14th September 1682, as well as the other indentures of the same date, noticed by the inquisition as deviating from the original purposes of the donors, to be breaches of trust on the part of the feoffees, directs the feoffees in all those three indentures of

1682, to convey all the premises comprised in those instruments to certain new feoffees, upon the same trusts as were declared concerning those several premises respectively in the two several indentures of 1632, the 3d April 1635, and the 26th August, 11 Car. I.

The decree of 1694 then makes mention of what had before been adjudged and ordered by a former decree of the 3d year of Charles I., directing that 4*l.* out of the rents before limited to the use of the church should be bestowed upon the highways, and that what should not be wanted for that purpose out of the said 4*l.* should be for the use of the poor inhabitants who had lived in the town three years; that 20*l.* a year out of the lands not appropriated to the church should be paid to the poor; that 20*l.* a year should be expended in binding out apprentices; 20*l.* per annum to the schoolmaster; that the mortgage in the decree mentioned should be paid out of the residue, and after payment thereof, that 10*l.* more should go towards the relief of the poor.

It does not appear whether or not there was any actual conveyance of the trust-premises to Christopher Ludlow and others, in conformity with the decree, but it is probable that such conveyance was made, as we find by a book containing the transactions of the corporation respecting the charity-property, commencing shortly after the decree, Christopher Ludlow and the other feoffees acting as the legal owners of the property by making leases thereof.

The legal estate in the trust-premises has been carried down through a succession of feoffees, the last feoffment being dated 9th October 1804, under which the present surviving trustees are Henry Williams, Joseph Hiatt, James Wickham, George Whittington, Thomas Tily, junior, John Tily, Richard Higgs, William Raymond Wickham, and Richard Arnold.

The property contained in the above-mentioned deeds of 20th August 1632, 31st August 1632, 3d April 1635, and 26th August, 11 Car. I., are all now in the possession of the corporation, together with the property purchased from John Attwood, conveyed by the indentures of 15th and 16th September 1687, except the tenement in Garret-street, which was the old school premises, and which, together with other houses standing in the middle of what is now called the High-street, was pulled down, the master at that time having no tenement assigned him as his proper residence under the charity, but being, as is believed, permitted to occupy one of the tenements belonging to the charity-estates, rent-free, which house is still standing, and at present occupied by Watson Coulston; this last-mentioned house was, according to a resolution of the mayor and burgesses, entered in their minute-book, sold in the year 1789, for 150*l.* to one of the burgesses.

In lieu of the premises so pulled down, another tenement, called the Lamb Inn, then in a state of dilapidation, was purchased by the corporation, and afterwards pulled down, and upon the site thereof a building was erected, which is the present residence of the master, comprising also a school-room. It appears by the accounts that 63*l.* was the purchase-money of the Lamb Inn, and that 391*l.* 11*s.* 3*d.* was laid out in the erection of the building. But it is to be observed that upwards of 200*l.* has been laid out upon the house in Mr. Coulston's occupation.

These old school-premises appear to have been those described in the decree as the house the lower part of which had been in part made use of by the lord of the manor for taking his toll, and partly as a prison, the upper part being used as a school.

It appears from the accounts of the corporation for the last year that the income of the town-lands arising both from the rack and chief-rents was 212*l.* 17*s.* 8*d.*, making, with the average of the fines for the last 20 years, being 25*l.*, a total of 237*l.* 17*s.* 8*d.* The rents of the church-lands amount to 22*l.* 13*s.* 6*d.*, making, with the average of the fines for the last 20 years, 13*l.* 5*s.* a total of 35*l.* 18*s.* 6*d.*

The 2*l.* left by Toby Davis, mentioned in the decree, does not appear to have been in a course of payment for a great many years, and it is thought to be impossible to identify the property.

By a summary of an account of the disbursements of the town-masters of Chipping-Sodbury, from the 5th of January 1825, to 5th January 1826, it appears that the expenditure for that year, in respect of the town-lands, was 268*l.* 8*s.* 11½*d.* being a considerable excess above the income of the same year, but there was a balance on the preceding year's account of 109*l.* 19*s.* 1½*d.*

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The income produced by the rents and profits of the church-lands for the year, reckoned from 5th January 1825, to 5th January 1826, was 22*l.* 13*s.* 6*d.* reduced by a payment of a chief-rent, and one or two small charges, to 21*l.* 14*s.* 2*d.* which was the balance paid over by the town-masters to the churchwardens for the same year.

In the Appendix to this case will appear in its place a rental both of the town and church-lands, with a statement of the fines received upon both properties for the last 20 years, reduced to an average, to which will be added accounts of the receipts and expenditures by the town-masters, both as to the town and church-lands for the year ending the 5th day of January 1826.

The balance upon that year, as appears upon such accounts, was in favour of the bailiff and burgesses, but it is expected that upon the improved mode of letting intended to be adopted the property will soon produce a larger income.

The directions of the decree above abstracted do not appear to have been implicitly followed at any period since it was pronounced, though within the last 10 years greater respect seems to have been shown to its requisitions.

The usual mode of letting the houses has been by the grants of long terms, determinable with three lives; but complaints having been made of the injury to the property sustained by this mode of management, the bailiff and burgesses, being present at our examination, have expressed their resolution to let all the subsisting leases for lives terminate by the dropping of those lives, and immediately upon such determination of the leases to let the property afresh, either by tender, or by public auction, or according to the valuation of an experienced surveyor, to new tenants, for terms not exceeding 21 years, at rack-rents, with an option for the lessor or lessee to determine the interest at seven or fourteen years.

A considerable sum out of the rents of the town-lands has been always appropriated to the relief of the poor of the town. Some years ago there was a lessee or farmer of the poor-rates, and the sum so appropriated by the corporation was given him to be blended with the amount of poor-rates in his hands as such lessee, and to be distributed together with them, under the control and direction of a select vestry; but this arrangement has been long discontinued from a sense of its impropriety.

But it does not appear that sufficient care has been taken to ascertain the real state of the poor so as to make the relief effectual, and prevent its being misapplied; we are assured however, that for the future a meeting four times a year will be especially convened of the bailiff, burgesses and town-masters previous to the day of distribution, to settle a list of the proper objects to be relieved under this charity, and the amount of the relief to be respectively afforded them; in the settling and apportioning whereof a due regard will be had, not only to the wants but to the characters of the poor; at which meeting, the overseers are to be invited to attend to assist in ascertaining the proper objects, and regulating the distribution, who are also in future to be employed in delivering over to the parties the sums allotted to them; without any right, however, as such overseers, to control the discretion of the bailiff and burgesses, either as to the claims of objects, or the distributable proportions; and such overseers are expected to pass their accounts with the corporation from time to time, when called upon for that purpose; and annually, with the magistrates, as directed by the decree. For the last year the weekly payment to 41 poor persons amounted to 95*l.* 6*s.*

It has been seen by the decree that 20*l.* per annum was to be applied to the apprenticing of poor boys of the town, but by the accounts we find that for the last 27 years the average of apprentice-fees paid by the corporation would amount to upwards of 540*l.*, whereas only 372*l.* has been so applied, the surplus having been expended on other objects comprehended in their general accounts; the bailiff and burgesses however have now undertaken to devote the whole sum of 20*l.* per annum, according to the decree, to the apprenticing the poor children of the town, or at least to apply 100*l.* to that object in every five years, as the opportunities for apprenticing may occur so irregularly as not to admit of the constant appropriation of 20*l.* in every year to this purpose with advantage.

The 20*l.* assigned by the decree to the grammar-master has always been paid.

The

The 10*l.* per annum left by Robert Davies was for some time in a course of payment, as appears by the books, but the payment has been discontinued for upwards of 64 years, nor is there any direct evidence of its having been ever paid since the expiration of the term of 40 years. Mr. Sturge, who has a contingent interest in this property dependant upon the event of his surviving a Mrs. Conrad, was said to be in possession of the title-deeds of the estate. He has been examined as to this point, and has stated, on his solemn affirmation (being one of the Society of Friends), that upon search made he has not been able to find the deed in question, so that the language and effect of that deed remains in doubt, and, under the present circumstances, the gift of 10*l.* must be considered as a nullity.

The school is conducted on the premises already stated to have been erected on the site of the Lamb Inn, whereon now stands a good dwelling-house for the master, and behind it, and next to it, a school-room, about 30 feet by 15, fit to accommodate about 50 boys.

There are 20 boys instructed in this school by the Rev. Thomas Smith, perpetual curate of Chipping Sodbury, to whom instruction is given in grammar, reading, writing, and accounts; and the master declares himself ready to teach the classics, if desired. Whether this may be considered a grammar-school, in the strict sense of the word, may be doubtful. We collect from the earliest entries in the Minute Book of the corporation that the master was expected to teach grammar, and also to write and cast accounts, and read in the Bible.

Mr. Smith is allowed to take boarders, but he has not been able to avail himself of that privilege to any extent, as such boarders do not choose to associate with boys of inferior condition. On consideration of this subject it has been resolved by the bailiff and burgesses, in concurrence with the inhabitants of the town, that the salary of the master shall be doubled, and that he shall be required to teach no more than 20 boys, and furthermore, that the house shall be put and kept in comfortable repair.

After the 4*l.* is taken from the church-revenues the rest of the property is devoted to the repairs of the church, to which object also the whole amount of the church-revenues is applied, the accounts of the rents and profits of the church-lands being distinctly kept.

The income derived from the church-property has been of late years paid into the hands of the churchwardens, and we understand that course is to be continued.

It appears that by the neglect or wrong construction of the provisions of the decree in that respect, the same town-masters have been continued in office for several years together, so that those officers, by acting as electors, together with the bailiff and burgesses, have in effect appointed themselves. The impropriety of that mode of proceeding is acknowledged, and we are now given to understand, that in future the new town-master will be chosen from among the substantial inhabitants of the town, exclusively of the bailiff and bailiff-burgesses and town-masters, it being considered that the persons appointed town-masters are capable of being again appointed, but neither of them in successive years, and that such town-masters are to keep the accounts.

Some part of the revenue of the town-lands appears to have been appropriated to the improvement of some lands called the Ridings, which have been in the possession of the town from time immemorial. Though this might be within the powers of the corporation under the old feoffments, as such an application in the judgment of many persons might lead to confusion and abuse, we understand it to be the resolution of that body no more to make such appropriation, but to leave the Ridings to be maintained and improved exclusively out of their own proceeds; of which proceeds, in future, the accounts are to be kept distinctly from every other description of town and charity-property.

MARTHA WHITE'S CHARITY.

Church Table.—"Mrs. Martha White, by her Deed, dated July 19th, 1731, gave the sum of 200*l.* to discharge legacies amounting to 60*l.*, and the remainder to the poor of Sodbury and Yate, to be applied discretionally by her trustees."

There is no trace of any payments to the poor under the above gift, which it is supposed was distributed at the time it was received among the poor of the parishes of Chipping-Sodbury and Yate at the discretion of the trustees.

Chipping-Sodbury.

Town and Church
Lands,
continued.

Martha White's
Charity.

CHARITIES OF PETER HARDWICKE, SAMUEL HARDWICKE, AND THE REV. THOMAS SHELLARD.

Chipping-Sodbury.

Charities of
Peter Hardwicke,
&c.

Church Table.—"Peter Hardwicke, M.D. late of the city of Bristol, gave by Will the sum of 40*l.* towards providing a dwelling-house for the grammar-schoolmaster of this town."

It is also stated in the same table that Mr. Samuel Hardwicke gave the sum of 40*l.* towards purchasing a dwelling-house for the grammar-schoolmaster.

Church Table.—"The Rev. Thomas Shellard gave the sum of 50*l.* to complete the purchase of a dwelling-house for the grammar-master of this town, erected in the year 1790."

These sums appear to have been regularly applied and brought to account in the corporation-books.

RICHARD BLAKE'S CHARITY.

Richard Blake's
Charity.

Church Table.—"Mr. Richard Blake, a native of this parish, gave to the minister and churchwardens for the time being 50*l.*, the interest thereof to be laid out in bread, and distributed by them to the poor, yearly, at Christmas, vested in the 3 per cent consols, and the dividends applied agreeably to the testator's directions."

This sum of 50*l.* appears to have been received, and invested, together with another sum of 40*l.* given by Mr. Samuel Hardwicke, in the purchase of 130*l.* 8*s.* 3 per cent consols, in the names of the Rev. Charles Neve, Richard Higgs, and Thomas Williams.

The dividends, amounting to 3*l.* 18*s.* 2*d.* have been received by Mr. Hetling as agent to the trustees, and paid over by him annually to the churchwardens, who have distributed the same in bread among poor families.

SAMUEL HARDWICKE'S CHARITY.

S. Hardwicke's
Charity.

Church Table.—"Mr. Samuel Hardwicke, by his Will, dated February 19th, 1762, bequeathed unto the churchwardens and vestry of Sodbury the sum of 40*l.*, the interest of which to be laid out in bread in sixpenny loaves, and distributed to the poor of this parish yearly, on the Sunday next after Michaelmas and Christmas, vested in the 3 per cent consols, and the dividends applied agreeably to the directions of the testator."

The above sum was received, and invested in the purchase of 3 per cent consols, the particulars of which investment have appeared in the preceding Report of Richard Blake's Charity.

DANIEL WOODWARD'S CHARITY.

D. Woodward's
Charity.

Church Table.—"Mr. Daniel Woodward, by his Will, dated 30th day of March 1771, gave the sum of 50*l.* to be applied to the use of the workhouse."

The above-mentioned sum was received, and laid out according to the directions of the donor.

CHARITIES OF GEORGE HARDWICKE AND WILLIAM HARVEY.

Charities of
George Hardwicke
and W. Harvey.

Church Table.—"George Hardwicke, M.D. gave by Will, dated January 4th, 1792, the sum of 40*l.* to the minister and churchwardens of Chipping-Sodbury, upon trust, to be vested in the funds of Great Britain, and the interest thereof to be given annually in bread to the poor on the Sunday next after the 28th of October."

"Mr. William Harvey, of this borough, gave by Will, dated August 4th, 1807, the sum of 40*l.* to the poor of this parish, to be invested in the 3 per cent consolidated Bank annuities, the interest of which to be laid out in bread, and given to the poor on the first Sunday in February for ever."

The above-mentioned sums of 40*l.* so given by Dr. Hardwicke and Mr. William Harvey were invested in the purchase of 3 per cent consols. The dividends, amounting together to 3*l.* 8*s.* 10*d.* are received and distributed by the churchwardens, together with the other bread-charities, among the poor of the parish.

THOMAS BROOKES'S CHARITY.

Thomas Brookes's
Charity.

Thomas Brookes, by his Will, dated 26th September 1807, gave to the minister and churchwardens of the several parishes of Horton and Chipping-Sodbury the sum of 50*l.* to each parish, upon trust, to invest the said sum in their

their respective names in the three per cent consols, therein to remain for ever, and to lay out the interest thereof in the purchase of bread, to be by them distributed to the poor of the said respective parishes on the Sunday next after Christmas-day in each year, immediately after Divine Service.

The above sum of 50*l.* was received, and invested in the purchase of 78*l.* 12*s.* three per cent consols, in the names of the Rev. Charles Neve, Mr. William Longstaff, and Mr. Thomas Marsh.

The dividends, amounting to 2*l.* 7*s.* have been regularly received by the churchwardens, by whom they have been laid out in bread, and distributed among the poor of Chipping-Sodbury.

SARAH HEWETT'S CHARITY.

Mrs. *Sarah Hewett*, by her Will, dated 23d December 1811, gave 800*l.* capital stock, part of her three per cent consolidated Bank annuities, to the vicar and churchwardens of the parish of Hawkesbury, and the like sum of 800*l.* capital stock, further part of her said three per cent annuities, to the vicar and churchwardens of Chipping-Sodbury, the same capital stock to be severally transferred into the names of three or four respectable gentlemen, on behalf of the vicar and churchwardens of each of the said respective places for the time being (and to be occasionally re-transferred into other names as death or other contingences might require), or sold out, and the produce thereof laid out and invested in any other government securities from time to time, as the trustees and vicar and churchwardens of each parish respectively for the time being might think necessary or proper, in trust, for the said vicar and churchwardens of each parish to receive the interest of their said respective capital stock, or of the other fund or security wherein the same might happen to be invested, and to lay out such interest half-yearly in bread, to be distributed to and amongst the poor of their said respective parishes at the church on the Sundays next before the 24th of June and Christmas-day yearly, immediately after Divine Service; and she desired that her said donations might be recorded on tablets to be put up in the churches of Hawkesbury and Chipping-Sodbury.

Mrs. Sarah Hewett died in 1821.

This sum of 800*l.* three per cents so coming to this parish appears to have been transferred on the 20th July 1825, by Thomas Perry, late of Wotton-under-Edge, deceased, as acting executor of the testatrix, into the names of the Rev. Thomas Smith, Gabriel Williams, and William Tonson, being the minister and churchwardens of Chipping-Sodbury.

Mr. Perry retained the dividends accruing from the death of the testatrix till July 1825, for the purpose of paying the legacy-duty.

WILLIAM WINSTONE'S CHARITY.

William Winstone, by his Will, dated 13th February 1792, gave, after the decease of his wife, Eleanor Winstone, all the residue of his personal estate, unto Moses Pouch and William Pouch, and the survivor of them, his executors, administrators and assigns, in trust, among other things, to pay thereout to the minister and churchwardens of the town of Chipping-Sodbury the sum of 20*l.* to be placed at interest for ever in the public funds, in the names of his said trustees, or in the names of the then minister and churchwardens, who, and their respective successors, should, on the 20th day of January annually, for ever, pay the interest thereof in equal shares unto six housekeepers of the parish of Chipping-Sodbury aforesaid, who should stand in need of support, and not receive alms from the said parish, all of them being protestants, and such as frequented Divine Service at the said parish-church, and no other.

And he also gave the sum of 10*l.* to be paid by his said executors after the death of his said wife, into the hands of the churchwardens of the town of Chipping-Sodbury, to be placed by them in the public funds, in their names, upon trust, that they and their successors for ever should receive the interest thereof, and on Good-Friday annually, for ever, pay the same to the minister of Chipping-Sodbury, for a sermon on the crucifixion of our blessed Lord, to be preached in the parish-church of Chipping-Sodbury aforesaid yearly, upon Good-Friday in the morning, which said legacies the testator stated he had left as some return for the acre in the Ridings, which he had long enjoyed from the town.

The widow of the said testator died in 1816.

Chipping-Sodbury.

Thomas Brookes's
Charity,
continued.

Sarah Hewett's
Charity.

William Winstone's
Charity.

Chipping-Sodbury.

William Winstone's
Charity,
continued.

The personal representative of the donor gave his note of hand to the parish-officers of Chipping-Sodbury for the payment of the sum of 30*l.* with interest, which note is in the account-book of the churchwardens. The interest has regularly been accounted for, 10*s.* being paid to the clergyman for preaching a sermon on Good-Friday, and 20*s.* distributed among six poor housekeepers not receiving parish-alms, and who regularly attend Divine Service. Mr. Pocock, who holds the money on his note, dated 4th November 1817, is ready when required to pay over the money to the minister and churchwardens, to be invested in public securities.

PARISH OF WICKWAR.

ALEXANDER HOSEA'S CHARITY.

Wickwar.

Alexander Hosea's
Charity.

Alexander Hosea, by his Will, dated 19th March 1683, amongst other bequests and dispositions therein contained, gave and bequeathed to the mayor, aldermen, and borough of Weekworth, in the county of Wilts, 600*l.* to be laid out and settled as his executors should be advised by counsel, for and towards the maintenance of a public school there, for such children only whose parents were poor, that they might be taught to write and read, no child to be less capable than of reading the New Testament or Psalter; and his will was, that the minister should not be chosen schoolmaster, but always such other person or persons as the mayor, aldermen and borough should choose within every two years, who should have power upon every misdemeanor to turn out any schoolmaster, and place another in his room.

And by a Codicil to the said will, dated 13th of September 1684, reciting, that the said testator had by his last will given to Christ's Hospital all his estate and interest in the house in Holborn, at the corner of Gray's-Inn-lane, he thereby revoked that bequest, and gave the said house, with all its appurtenances, to the town and corporation of Weekwarke, towards the maintenance of a public school there, or to such other use or uses as he should by his will or otherwise direct.

It does not appear that the said testator made any other dispositions by will or deed controlling or affecting those which are above extracted.

Shortly after the testator's death an information was filed in the Court of Chancery, at the relation of the mayor and aldermen, and the schoolmaster of Wickwar, against the representatives of the said Alexander Hosea, to establish the said charity; and thereupon it was decreed that the said messuage or tenement in Gray's-Inn-Lane, then called the Swan, should be subjected and applied to the maintenance of the said public school; and the following orders were made by the said Court:

That the 600*l.* out of the testator's personal estate, so as aforesaid bequeathed for the founding and maintaining of the said school, and the rents of the messuage from the testator's death, should be brought before a Master of the said Court: That a person having been by the testator placed schoolmaster in a house in the said town, until a school could be built, certain monies should be paid him out of the Master's hands: That 300*l.*, part of the 600*l.*, should be paid into the said Master's hands, to be disposed of according to the testator's will; that the schoolmaster, and the then writing-master, should receive more monies out, in full of their salaries until Lady-day 1691: That the plaintiffs should be paid their charges and expenses in the suit to be taxed; and that then the Court would give further directions touching the residue of the said 600*l.*

It was subsequently ordered that 300 *l.* should be paid to Mr. Hale, with directions to see the same laid out for the purposes aforesaid; and on a subsequent day the said Court decreed that the then schoolmaster should be continued so long as he should well behave himself; as also that Nathaniel Burgess should be continued the master, to teach the boys under him to write and read: That the Latin schoolmaster should be paid 100*l.* for his salary due to him for two years last past, and the said Nathaniel Burgess 40*l.* for his salary for two years last past. And it was further ordered, that Mr. Hale should be continued a trustee for the said school, and that to him should be added Samuel Codrington, Thomas Dawes, John Blagdon, John Blagdon, and the mayor and senior alderman

alderman of the said borough for the time being, as trustees for the school. Upon the death of any two of which trustees the survivors should convey their interest to such others as they should choose, not exceeding seven: That the said trustees should purchase so much ground in the said farm as might be convenient to build a house, or for a school, and a dwelling for the two masters to live in; in buying which ground they were not to exceed 400*l.*, which, when purchased, should be taken in the names of the said Hale, Codrington, Dawes, and the two Mr. Blagdons, for the benefit of the said school; and further, it was ordered that the said school should be continued for teaching the Latin tongue, as also to read and write, as it had been settled by the testator in his life-time; and for enabling the said trustees to buy such ground, and build such school-house and dwellings for the said two masters, the 300*l.* paid into the hands of Mr. Hale, and also 300*l.* more, remainder of the said 600*l.*, should be paid by the said executor to the trustees.

Copies of petitions to the Court of Chancery on the part of the school-master, and also of the mayor and aldermen of the town, with proposals for certain modifications of the trust for the management of the school, and the objects to which the teaching was to be directed, were laid before us; but it does not appear that they terminated in producing any alteration of the ancient course of discipline or management. The last of these applications appears to have been made in 1734, by Joseph Pegler, and others, inhabitants of the town and parish of Wickwar, on behalf of themselves and the rest of the town, as alleged, stating, amongst other things, that as the said town consisted mostly of poor people employed in the woollen manufacture, a Latin-master could not be of any service to them, but that a master to teach boys to read, write, and cast accounts, and a mistress to teach girls to read, knit, and sew, with proper allowance and accommodations out of the said charity, would be most conducive to the good of the poorer sort of inhabitants, for whose benefit the said charity was intended: but on the 4th of June 1735 a decree was made, and an order sent to the mayor and aldermen to continue the ancient constitution, by electing a Latin and writing-master on the 9th of July then next following; and so in every two years at farthest to pay the Latin-master 28*l.*, and the writing-master 10*l.* a year, and to choose five neighbouring gentlemen to be added to the mayor, and senior alderman for the time being, to be trustees, which trustees were jointly to make rules, and send them for the further directions of the Court, touching the government of the said school.

Of the house in Holborn, under the direction of the Court of Chancery, a lease was made to William Gyles for 61 years, to commence from the 25th March 1699, for the rent of 38*l.*, upon terms of taking down and rebuilding the messuage.

And it appears that on the same site two messuages were erected; and soon after the expiration of the old lease, viz., in 1765, two leases of the same respectively were made for 21 years for the rent of 30*l.* each. Since the termination of these leases the two houses in Holborn have been let to one tenant for 100*l.* subject to the payment of 2*l.*, which has always been a charge upon the same to the poor of St. Andrews, Holborn.

From 1735 to 1806 inclusively there appears to have been kept a regular debtor and creditor account, showing the receipts and disbursements of the school-revenue, during which interval some investments were made, out of the balances of the said accounts, in the purchase of stock, amounting together to 200*l.* four per cents, which were afterwards transferred to the commissioners of land-tax, for the redemption thereof upon the charity-premises.

By an Indenture, made 18th December 1806 a lease was made to Moses Magwood of the premises in Holborn for 25 years at the rent of 100*l.*, and an information was filed, on the relation of the mayor and some inhabitants of the town, including the then Latin-master and writing-master of the school, against the said Moses Magwood and others, to set aside that lease, which information was afterwards dismissed, and the relators ordered to pay the costs out of the said charity-estate. Mr. Thomas Perry, solicitor, of Wotton-under-Edge, since deceased, conducted the said suit, and was appointed by the court to receive the rents, out of which he was to pay his charges as allowed by the court, and to account regularly to the Master's office for the same. On the 6th July 1820, Mr. Perry's accounts appear to have been closed with the trustees, who by

Wickwar.

Alexander Hosea's
Charity,
continued.

Wickwar.

Alexander Hosea's
Charity,
continued.

their accounts with the charity for that year, they appear to have received at the date last mentioned the sum of 44*l.* 16*s.* as the balance in the hands of Mr. Perry. During the interval between the commencement of the chancery-suit and the termination of Mr. Perry's account, the salaries to the schoolmasters were not regularly paid, but the same were afterwards made up to them by a payment of the arrears.

In 1808 the grammar-master died, from which time to the present (1826) no grammar-master has been appointed, except a Mr. Smith, for about a year, who received a year's salary, and also a Mr. Milner, who retained the situation for half a year without any salary. The school-accounts have been regularly brought down from the period of Mr. Perry's closing his accounts. The present acting trustees are the Rev. Dr. Cooke, of Tortworth, the Rev. Thomas Cooke, rector of Wickwar, the Rev. Thomas Jones, of Wickwar, and the mayor and aldermen of the town and borough of Wickwar, who were appointed by the decree of the court.

A Latin schoolmaster was appointed in June last (1826) by the majority of the trustees, so that at present there is both a Latin-master and a writing-master, the Latin-master having 28*l.* a year, and the writing-master 10*l.* a year, agreeably to what was settled by the decree of 1735, with occasional gratuities, but the trustees have declared their intention to increase the settled salaries of the masters as soon as their funds will allow it.

The school-premises are situate at the end of the town of Wickwar, and those belonging to the Latin school consist of a large school-room, capable of accommodating from 20 to 30 boys, with apartments above for the master's dwelling, which he occupies, together with a garden and paddock, consisting of about half an acre, free of rent and taxes.

The writing-master's premises consist of a school-room, lately built over the stable of the grammar-school, being full as large and commodious as the grammar-school.

The writing-master has also dwelling apartments, rent and tax-free, which are stated to be in a bad and ruinous condition. As the town affords but few persons who attach importance to a classical education, the grammar-school has seldom more than three or four boys, sometimes only one, and sometimes none.

The writing-school is carried on by the parish-clerk, wherein reading, writing, and common arithmetic are taught : the average number of boys is 25.

There are also Sunday-schools, but the boys of the free-school above mentioned are not required to attend them ; nor does it satisfactorily appear that due attention has been paid therein to religious or moral instruction.

HENRY CAM'S CHARITY.

Henry Cam's
Charity.

Church Table, " Henry Cam, gentleman, gave in the 17th year of the reign of James Ist, a messuage in the borough of Wickwar, the rents thereof to be applied to the purpose of apprenticing poor boys of this parish by the rector, churchwardens and overseers."

The house given by Mr. Cam is an old house in the town of Wickwar, and is let by the churchwardens to a tenant from year to year, at the rent of 8*l.* 4*s.* which money is said to be expended in apprenticing boys, but the accounts of such expenditure have not been satisfactorily kept. We have not failed to urge the propriety and expediency of keeping such accounts in a distinct and regular method.

SPIRT'S CHARITY.

Spirt's Charity.

Church Table, " Mr. or Mrs. Spirt gave 2*l.* a year, payable out of a dwelling-house in this town, one half to be given to the poor of this parish by the rector and churchwardens on the feast-days of St. Matthias and St. Matthew, in equal proportions, the other moiety to the rector of the said parish for a sermon to be preached on each of the aforesaid feast-days yearly, for ever."

The annual sum of 2*l.* is now paid by a Mr. Daniell, who is one of the trustees of a newly-erected dissenting chapel, which chapel was some years ago built on the site of an old house formerly in the possession of a Mr. Richard Barber, who seems to have derived his title to the same under the testator or testatrix, and who therefore while he lived paid the 2*l.* rentcharge in respect thereof.

Nobody

Nobody in the parish, as far as we could learn, is in possession of a copy or any extract from the will, or whatever the instrument was, by which the said annuity was granted.

The yearly sum has however been regularly paid to the churchwarden, who distributes the whole among the poor, promiscuously, in sums as low as two-pence a piece.

The rector of the parish preaches, or causes to be preached, the sermons on the days appointed, but the *whole* 2*l.* coming under this charity is given as above mentioned to the poor. The minister receives the 20*s.* given by Elizabeth Hickes, to the poor, in lieu of the 1*l.* to which he is entitled under this charity.

We have not failed to censure as it deserved the careless and culpable manner in which this bounty has been distributed; and have obtained a promise from all parties concerned, or likely to be concerned in such distribution, to put all the money gifts into one fund, and to bestow the same in larger sums, and proportioned to the real necessities of the poor, with a due regard to their characters in the neighbourhood.

WOOLFORD'S CHARITY.

Church Table.—"Mr. or Mrs. *Woolford* left 4*l.* a year, payable out of a freehold estate in the parish of Charfield, in this county, to be given to the poor of this parish, by the rector, churchwardens, and overseers, yearly, on the Monday before Christmas for ever."

The estate charged as above is a farm in the parish of Charfield, the proprietor or tenant of which has paid and continues to pay regularly 4*l.* to the overseers, the whole of which is distributed to the poor generally, without distinction between those who receive parish-pay, and those who do not. Any poor person who comes to the church for it on St. Thomas's-day receives a part of it, in sums proportioned to the extent of their families.

ARTHUR PROUT'S CHARITY.

Church Table.—"Arthur *Prout*, of the parish of Cromhall, gave by Will, in 1712, a close of ground, called Cook's Leaze, and also 20*l.* to be placed out at interest, for the purpose of buying and delivering a cloth coat each, to five poor men, and a cloth coat or gown each, to such five poor women of this parish, not receiving alms, as shall be approved of by the rector, churchwardens, and overseers, on Christmas-day yearly, for ever, and the residue (if any) to be distributed in bread to the same poor persons, and such other poor of the said parish, not receiving alms, as shall be approved of as above."

The close of ground called Cook's Leaze is situate in Wickwar, and consists of about three acres; and the same is let by the rector and churchwardens; it is now on lease for seven years, at a rent of ten guineas. It is given to the industrious poor in coats and gowns as directed by the will.

The 20*l.* is invested in the four per cents, now reduced to 3½, the interest of which is remitted to Mr. Cook, by his agent, in town, and distributed by him with the rent of the close.

EDWARD YATE'S CHARITY.

Church Table.—"Mr. *Edward Yate*, of Malmsbury, Wilts, gave by Will, in 1722, the sum of 80*l.* in trust, the interest thereof to be applied to the purpose of apprenticing poor boys of the parishes of Wickwar, and Yate, in London, and not elsewhere, by the trustees."

The 80*l.* was invested in the purchase of 131*l.* three per cent. Consols, now standing in the names of the Rev. Stephen Goodenough, rector of Yate, the Rev. Thomas Cook, rector of Wickwar, Edward Stokes, and William Barber.

An accumulation of 80*l.* was laid out a few years ago by the Rev. Mr. Cook, who receives the interest of the above-mentioned stock, in apprenticing two boys in London; and whenever enough is raised for this object, a boy from each of the above parishes is apprenticed in London.

The 80*l.* above mentioned to have been laid out, appears to have been large for two apprentices, but we are given to understand that a good situation, with a freeman of London, was not to be obtained on lower terms.

ELIZABETH HICKES'S CHARITY.

Church Table.—"Mrs. *Elizabeth Hickes*, widow of Mr. John Hickes, of this parish, gave by Will, in 1724, the sum of 20*l.* to be laid out in the purchase of

Wickwar.

Spirit's Charity,
continued.

Woolford's Charity.

Arthur Prout's
Charity.

Edward Yate's
Charity.

Elizabeth Hickes's
Charity.

Wickwar.

Elizabeth Hickes's
Charity,
continued.

of land, and in the mean time to be placed out at interest by the rector, churchwardens, and overseers of the poor, the rents thereof to be given to such inhabitants of the said parish as the rector, churchwardens, and overseers shall think proper, in manner following; one moiety on the feast-day of St. Matthias, and the other on St. Matthew, at this church yearly, for ever."

The 20*l.* was invested in the four per cents, now reduced to 3½, in the names of the Rev. Thomas Cook and Mr. James Callimore.

The rector receives the whole of this donation, in exchange for which he gives up his title to the moiety of the donation of Mr. Spirt, as mentioned in the account above given of that charity.

WILLIAM HOBBS'S CHARITY.

William Hobbs's
Charity.

Church Table.—"Mr. William Hobbs, clothier, gave by Will, in 1747, the sum of 30*s.* yearly, payable out of a dwelling-house in this town, to be laid out by the rector and churchwardens in coats for three poor clothworkers of this parish, on St. Thomas's-day, yearly, for ever."

The money has been regularly paid till within a few years ago, when a Mr. William Hobbs, late proprietor of the house, and a descendant from the donor died. Mr. William Hobbs is said to have left the house in question to a Mr. John Minett, the son of Mr. Joseph Minett, who married Mr. Hobbs's daughter. No payment has been made on account of this charity by Joseph or John Minett.

It is alleged that Mr. William Hobbs omitted to pay this, because there were no clothworkers in the parish.

But it is to be observed that the above charity falls under the statute of Mortmain.

ELIZABETH HICKES'S CHARITY.

Elizabeth Hickes's
Charity.

Church Table.—"Mrs. Elizabeth Hickes, widow of Mr. Nathaniel Hickes, of this parish, gave by Will in 1782 the sum of 200*l.* the interest thereof to be laid out in gowns and shifts, to be given to 10 such poor industrious widows, or other poor housekeepers of Wickwar, not receiving alms, whom her trustees shall approve of, on St. Thomas's-day, yearly, for ever."

The 200*l.* was invested, with an additional sum, in the three per cent consols, producing 300*l.* in that stock. The dividends are received by the Rev. Mr. Jones, one of the three surviving trustees, who bestows it upon 10 poor females of the parish not receiving parish-pay, a list being kept of their names.

MARY EDWARDS'S CHARITY.

Mary Edwards's
Charity.

Church Table.—"Mary Edwards, of Wickwar, gave by her Will, dated 10th day of June 1791, to certain trustees therein named, the sum of 15*l.* the interest thereof to be given to the rector of the said parish, for a sermon to be preached on old Christmas-day in each year, for ever."

The above sum of 15*l.* has been suffered by the parish to remain in the hands of Mr. William Hobbs of Westend, who was related to the testatrix, and to whom her property has devolved.

Mr. Hobbs regularly pays interest for the same, at the rate of five per cent, to the Rev. Mr. Cook, the rector, who in consideration thereof preaches a sermon on old Christmas-day, agreeably to the directions of the will.

THOMAS SUMMERS'S CHARITY.

Thomas Summers's
Charity.

Church Table.—"Thomas Summers, of Horsham, in the county of Sussex, gave by his Will, dated 14th April 1807, to the churchwardens and overseers of the parish of Wickwar, and their successors, for ever, 100*l.* to be placed out on Government Securities, and the dividends arising therefrom to be laid out in purchasing bread, to be distributed among the most deserving poor of the said parish on the 1st day of January in each year, for ever.

The above donation was invested in the four per cents, since reduced to 3½, the amount of stock purchased being 109*l.* 18*s.* 6*d.* the produce of which appears to have been distributed in conformity with the donor's directions.

The stock stands in the names of the Rev. Thomas Cook, rector of Wickwar, James Pullin, Thomas Daw, and Thomas Bunnell.

HUNDRED OF LANGLEY AND SWINESHEAD. PARISH OF ALVESTON.

HENRY KING'S CHARITY.

Henry King, late of Alveston, by his Will, dated 30th October 1790, gave to the minister, churchwardens, and overseers of the parish of Alveston, 100*l.* in the three per cent consols, in trust, that the interest thereof, being 3*l.* per annum, should be given by them to the poor of the said parish on St. Thomas's-day yearly, for ever. This sum was transferred by his executor into the names of the Rev. Robert Charlton, the then vicar, and John Parsloe and Edward Watkins, the then churchwardens.

The stock still remains in the same names, and the dividends are received by the churchwardens for the time being. No accounts have hitherto been kept of the application of this charity, but it is admitted to have been regularly distributed among the poor of this parish.

HENRY KING, JUNIOR'S, CHARITY.

Henry King, who died in 1812, left by his Will the dividends of 100*l.* in navy five per cents, for the use of the poor of the parish of Alveston. This sum was afterwards transferred into the names of the Rev. Robert John Charlton, minister, and J. L. Knapp, and Robert Wilcox, the then churchwardens of the parish.

This stock was afterwards reduced to four per cents, and the sum of 105*l.* four per cent stock is now standing in the names of the above persons.

The churchwardens receive the dividends amounting to four guineas per annum, which are distributed in money and bread among the poor of this parish generally.

Alveston.

Henry King's
Charity.

Henry King, jun.
Charity.

PARISH OF BITTON, INCLUDING THE CHAPELRIES OF HANHAM AND OLDLAND.

ELIZABETH WARNE'S CHARITIES.

No document could be produced to show how these charities were derived, except an instrument upon parchment, importing to be a copy of an original deed of gift, in the form of a deed-poll, dated 16th October 1651, of Mrs. *Elizabeth Warne*, of Syston, in the county of Gloucester, widow, whereby reciting that she, the said Elizabeth Warne, at the sealing thereof, stood justly entitled to a meadow, usually called the Moors, containing by estimation two acres, more or less, lying in the parish of Bitton, adjoining, on the south side, to a wood called Fellgrove, and on the north side, next to certain meadows of Mr. Henry Creswick, of Bristol, she thereby granted and assigned to the parishioners of Bitton aforesaid, unto Brice Seede, and several other persons therein mentioned, the said meadow, with the appurtenances, to hold to them and their heirs, executors, assigns, survivors and successors, being inhabitants of Bitton aforesaid, for ever, in trust, for the true and just payment of 40*s.* of the rent of the said meadow, for and in consideration of the preaching of four sermons yearly, whereof two were to be preached at the chapel of Oldland, on the 29th day of September, one more at the chapel of West Hanham, on the 1st April, and the fourth at the parish-church of Bitton aforesaid, on the 4th day of May, whereof the two former were to be preached by John Carpenter, clerk; the third by Charles Thurlby, clerk; and the fourth by the said John Carpenter; and in case of their deficiency or failing, by two other godly and able divines, to be chosen by the parishioners above named, their heirs, executors and successors; and also for the payment of 40*s.* more of the said rent to the poor of Bitton, in form following, viz., on the 29th September, when the sermon should be at the chapel of Oldland, then to be paid to the poor of Oldland, 20*s.*; and on the 1st day of April, when the sermon should be at West Hanham, to be paid to the poor of West Hanham, 10*s.*; and on the 4th of May, when the sermon should be at Bitton, to the poor of Bitton, 10*s.*, year after year; and that it should be lawful for the said feoffees, and their successors, to receive the rent of the meadow aforesaid; and in case any advancement should thereafter at

Bitton.

Elizabeth Warne's
Charities.

Bitton.
 —
 Elizabeth Warne's
 Charities,
continued.

any time be made on the said meadow, above the said rent of 4*l.* the surplusage so advanced should be distributed to the poor, proportionally, on the days aforesaid.

On the said copy is indorsed a memorandum, dated 2d November 1665, averring the same to be a true copy of the original deed, and that the original deed had been tried, read, and examined by those whose names were under-written, but the signature only of John Burnell appears at the bottom.

There is also indorsed upon the said copy the following words :

“ Bitton parish-concerns, and not mine in particular.”

It does not appear by the above copy whether or not the original deed was ever executed, there being no name at the bottom, or any place of the seal.

Notwithstanding the statement contained in the above copy, the above-mentioned piece of land, which is better known now by the name of the Breaches, has been held and enjoyed by the vicars of the parish of Bitton, as a part of the church glebe and vicarage endowments, as far back as the memory of any living person goes ; nor does there appear to be any trace whatever of its being otherwise claimed or enjoyed ; but an old church-table in the chapel of Oldland, (there is no table in the mother-church of Bitton) has the following inscription :

“ Elizabeth Warne, deceased, November 16th, 1656, who by her deed, bearing date October 16th, 1656, as a testimony for her thankfulness to God, received by the preaching of the word, and as witness of her charity to the poor, having a fellow-feeling of their sufferings as a member of their body, granted and confirmeth as followeth, viz., for the preaching of two sermons at Oldland chapel, on the 29th September, 20*s.*, and to be given to the poor of Oldland, the same day, at the same place, 20*s.*”

There is also in the chapel of Hanham, another hamlet of Bitton parish, the following table :

“ To the memory of Elizabeth Warne, who died in November 1656, and gave for the preaching a sermon at the chapel in West Hanham, the 1st of April, 10*s.* ; and to be given to the poor of West Hanham, the same day, at the same place, 10*s.* ; this gift-ground is on the south side of the breaches.”

Which table appears to have been put up in 1762, so that it seems probable that Elizabeth Warne might not have executed the deed of which the above imports to be a copy, but might at a subsequent time have executed an effectual instrument of the date alluded to in board at Oldland chapel. Her will has been searched for and found, which makes no mention whatever of any gift or charity to the parish of Bitton ; but the fact as to the enjoyment is as above stated.

There being no feoffees or trustees now claiming to act either for the parish or the clergyman, the vicar lets this land as a part of his glebe, and receives a rent of 9*l.* a year from a lessee, who holds it for seven years, and lets it to an undertenant for 8*l.* a year. He or his curate preaches the several sermons on the days and at the places respectively appointed by the donor. The vicar pays 20*s.* to the poor of the chapelry of Oldham who attend the service at the time above specified, 10*s.* on the 3d May, when the sermon is preached at the mother-church at Bitton, to the poor thereof, and 10*s.* to the poor at West Hanham on the 1st April, when the sermon is there preached according to appointment. The remainder of the rents and profits of the land he takes to his own use, without accounting for it in any way, considering himself upon the above state of facts entitled to such appropriation.

It should be observed however that in two copies of old terriers of 1678 and 1680, found in the parish chest, no land either called Moors or Braches appear to make part of the glebe.

The description of poor usually receiving the benefit of this charity are those not upon parish pay.

CHARITIES OF EDWARD SEEDE AND BRICE SEEDE.

Charities of
 Edward Seede and
 Brice Seede.

Edward Seede, of Upton Cheyney, in the parish of Bitton, and *Brice Seede*, heir-apparent of the said Edward Seede, by their deed-poll, dated 28th July 1631, (a very old copy of which was produced, but the original is not found) granted to Sir John Seymour, of Bitton, his heir and assigns, and to the vicar and church-wardens

wardens of Bitton for the time being, for ever, one yearly rent or annuity of 40s., out of their pasture or meadow-ground, called Pitlands, in the same parish, to hold and receive the same upon trust, to pay unto the then vicar of Bitton 10s. for preaching one sermon yearly in the said church, upon the feast of Circumcision, at the usual hour of sermon in the forenoon of the same day, and to pay to William Edwards, the vicar of Tetbury, 10s. for preaching one sermon yearly upon the feast of the Annunciation at the same church and hour, and to pay unto Henry Stubbs, clerk, 10s. for preaching a sermon yearly upon the Tuesday in Easter-week at the same church and hour, and to pay to William Dunning, clerk, 10s. for preaching one sermon yearly upon the feast-day of the Ascension at the same church and hour; and that all the said sermons should be upon fit subjects for every one of the said feast-days for ever. And that after the decease of the several persons above named then the said Sir John Seymour and Brice Seede, their heirs and assigns, and the vicar and churchwardens aforesaid for the time being, should make choice of godly and able ministers to continue the full number of four for ever, to preach the said four sermons yearly, upon the days and at the church and hour aforesaid, and to pay them 10s. a-piece yearly for ever for the same, with power of distress to the said Sir John Seymour, his heirs and assigns, and also to the vicar and churchwardens for the time being, for compelling payment.

And the said Brice Seede, by his last Will, dated 7th February 1682, devised unto Henry Weare and John Goodman, of the parish of Bitton, and Brice Seede, his grandson, all those two parcels of ground which he lately purchased of Mr. Richard Jones, both of them containing by estimation two acres, more or less, the one parcel containing about one acre and three farndells, in the parish of Bitton aforesaid, to hold the said two parcels of ground to the said Henry Weare, and John Goodman and Brice Seede, their heirs and successors, for ever, in trust, to the uses following, viz. part of the yearly rents and profits thence arising to be employed to and for the use and benefit of silenced ministers during the time of their not being permitted to preach, by reason of non-conformity, and at all other times for ever, for one sermon to be yearly preached in the parish-church of Bitton, or elsewhere, if it should be denied to be preached, according to the discretion of his said feoffees and their successors as God should direct them, and to be preached by one of those ministers above mentioned, if they might have lawful liberty to do it. His said feoffees in trust were to make choice of the ministers to preach according to their discretion; and the residue of the rents were to be for ever yearly distributed among the poor people inhabiting within the precincts of Bitton-side, which had no pay of the overseers of the poor, according to the discretion of his said feoffees and their successors; and when any one of his said feoffees should die, his will was that the survivor should choose another in his stead, and so continually *toties quoties*.

And he thereby further declared his will to be that the rents and profits of the land, which he by his deed or writing did pass or convey in trust, being 40s. per annum, should be employed and disposed of to and for the several uses and purposes thereafter mentioned, viz. to and for the use and benefit of silenced ministers, during all such time as they should be silenced for nonconformity; and at all other times for ever for four sermons to be yearly preached by some of them, if they might have lawful liberty to do it, in the parish-church of Bitton or elsewhere, and if it should be denied to be preached there, according to the discretion of his said feoffees.

With respect to the annuity made payable out of Pitlands by Edward and Brice Seede nothing more appears to be known than what is expressed by that deed. The money has never been paid in the memory of any person, nor can any such payment be traced in any book. Pitlands is a close of land consisting of about two acres, it is part of an estate in the parish of Bitton called the Fifteen Acres, which is now the property of Andrew Drummond, esq. living with Dr. Fox, near Bristol. It is understood, that Mr. Drummond, when he bought this estate, kept back 100*l.* of the purchase-money, as an indemnity against any claim upon the account of this charity.

That part of Mr. Brice Seede's will, in which the poor have an interest, has been regularly carried into effect; 30s. a year, the rent of the premises so given to the poor by his will, which is called the Poor Ground, has been always from

Bitton.

Charities of
Edward Seede and
Brice Seede,
continued.

Bitton.

Charities of
Edward Seede and
Brice Seede,
continued.

that time received by the overseers (the feoffees not having been renewed,) and distributed by them to the second poor, according to the will, and so accounted for.

We have been informed that Mr. Drummond has expressed himself well disposed to give effect to this charity by the payment of the annuity. He has suggested, however, that it would be more for the benefit of the church, if instead of applying this money as a remuneration to clergymen for performing service on the saints-days, it were made the means of procuring an additional service to be performed in the parish-church, or in one of the chapels. Mr. Drummond has been prevented from taking measures to give effect to such an arrangement by an illness which has incapacitated him for personal exertions.

ARTHUR FARMER'S CHARITY.

Arthur Farmer's
Charity.

Arthur Farmer, of the city of Bristol, by a codicil to his Will, dated 1st of January 1667, after sundry dispositions of his estates in the parish of Hanham, in the county of Gloucester, gave and devised all the residue thereof to his grand nephews, William Taylor, Arthur Taylor, and Isaac Taylor, their heirs and assigns for ever; and declared his will to be, that his said grand nephews, their heirs and assigns, should monthly in every year, for ever, pay to the churchwardens for the time being of the parish of Bitton, in the county of Gloucester, 10s., to be by them paid to an orthodox minister, lawfully ordained, for a sermon by him to be preached on every Lord's-day which should first happen in every month, in the chapel of Oldland, in the said parish, with a power of distress for compelling payment thereof, and with a proviso, that if the churchwardens should neglect to pay, or the minister to preach, the annuity was to cease, and the land to be discharged.

The property out of which this annuity is payable belongs to Mr. William Bush, of Alveston, and Mr. Creswick, of Hanham. Mr. Bush pays 3*l.* 4*s.* 11*d.* and Mr. Creswick has, till within these 10 years, paid 2*l.* 15*s.* 1*d.* as their proportions, but Mr. Creswick is in arrear ten years.

Where Mr. Creswick is at this present time (April 1827) we could not learn, but we are given to understand, that for some years back, till within about the last twelvemonth, Mr. Thomas Ford, of Keynsham, and his father before him, have been the receivers of the rents and profits under an authority from Mr. Creswick, and in trust, to apply the same towards paying the interest due upon certain mortgages, after first satisfying the outgoings upon the estate. Mr. Thomas Jones, of Stapleton, near Bristol, a mortgagee, or trustee for a mortgagee, has within this twelvemonth past entered upon the estate, and possessed himself of the rents and profits; and we learn also that there is in the hands of Mr. Ford about 300*l.*, which he has possessed himself of as such receiver. We have applied, both to Mr. Ford and to Mr. Thomas Jones, for the payment of the arrears of this charity to the persons entitled, who are the Rev. William Macdonald, from Lady-day 1817 to Lady-day 1823, when he relinquished the living, and the Rev. Mr. Goodman from that time to the present; but we have not been able to obtain from either Mr. Ford or Mr. Jones any undertaking or promise to satisfy the said arrears of the charity, or to pay the future annual amount thereof out of the rents and profits of the premises in question. Mr. Jones contends that he has no power without the consent or direction of the mortgagees to pay this rentcharge and the arrears, but has informed us that he expects there will be a meeting of the mortgagees and the parties interested to settle their various claims, and that the probability is, that the arrears of this rentcharge will be settled, and a provision made for its future payment out of the rents and profits.

A Bill of Foreclosure has been filed by Mr. Jones, and he has requested that the adjustment of the charity-claims may be suspended for a short period, to give time for the settlement above alluded to.

RENTCHARGE UPON CERTAIN HOUSES IN BRISTOL.

Rentcharge
upon certain houses
in Bristol.

It is unknown in what way the monies hereinafter mentioned were granted or left, and nothing appears but the fact of their payment to substantiate the claim; but certain sums, amounting altogether to 2*l.* 4*s.* 4*d.*, are paid by the occupiers of four houses, three of them situate near Lawford's Gate, and the other in the street formerly called Tucker-street, now Bath-street; the

the house in Bath-street paying 1*l.* 6*s.* 4*d.* and the other three houses 18*s.* between them. The money is distributed every St. Thomas's-day among the second poor by the overseer.

Bitton.
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WILLIAM UNDERHILL'S CHARITY.

It cannot be ascertained how this charity is derived. It is entered in the parish-book, which commences with the year 1693, from the beginning, as a gift of Mr. *William Underhill* of 10*s.* to the poor. It has always been regularly paid to the overseer as a charge upon an estate in the parish, known by the name of the Underhills.

William Underhill's
Charity.
—

The overseer distributes it among the second poor, and enters it accordingly in his book.

Another annual sum of 20*s.* is regularly paid out of the same estate to the minister of the parish, for two sermons preached by him on Whit-Monday and Whit-Tuesday.

Sir Thomas Freemantle is the present proprietor of Underhills, whose tenant appeared before us, and stated that he made these payments by order of the proprietor.

THE CHARITIES OF ——— SEEDE, AND ROBERT KITCHEN.

It appears from Bigland's Gloucestershire, folio 201, that a Mr. *Seede* gave to the second poor, to be distributed at Christmas, a rentcharge of 1*l.* 12*s.* payable out of Cully Hall Estate, vested in Lieutenant Richard Williams.

The Charities of
—— Seede, and
Robert Kitchen.

The first entry of this donation is in the parish-book, which mentions the payment of 6*l.* 14*s.* by Mr. William Seede for four years, out of his estate at Cully Hall.

The payment was continued, according to the same book, down to the year 1805, when the then tenant refused to pay it, and no payment has been since made.

On the Donation Table at Oldland chapel there is the following statement :

“ *Robert Kitchen*, late alderman of the city of Bristol, deceased, gave unto 10 poor, living near the tenement called the Grange in Grinsbury, who receive not alms, *xs.* every year, to be paid them on Good-Friday by the overseer of the poor of Oldland, in the parish of Bitton.”

This payment, which used to be regularly made, has been for some time discontinued, but as there is no book extant, containing any entry of such payment, it cannot now be ascertained when it ceased. While it was in a course of payment the clerk of the chapel used to call at Cully Hall and receive the money.

It does not appear that the title-deeds of the Cully Hall Estate make any mention of the above charges.

RICHARD JONES'S CHARITY.

Richard Jones, late of Hanham, county of Gloucester, esquire, by his Will, dated 19th March 1696, devised to his daughter, Mary Baskerville, his messuage or tenement situate within the parish of Bitton, commonly called Brandhouse, with all outhouses, courts, yards, orchards, gardens, closes and lands thereunto belonging ; a close of meadow near adjoining thereto, containing by estimation two acres and a half, which he lately purchased of Mr. Francis Creswick, an acre and a half, or thereabouts, of ground lying over against the said premises ; all his land and arable-ground lying in the common field of Bitton aforesaid ; one acre, and the eighth part of an acre of ground in Hen Mead ; all his land in the Clewes, containing seven acres, or thereabouts ; and all his ground in the Common Backs, and the islands, together with a certain close called the Backs, containing nine acres, or thereabouts, the said last-mentioned close called the Backs being subject to the payment of an annuity of 4*l.* per annum, as thereafter mentioned, to hold unto his said daughter Baskerville for her life, and after her decease, unto her son Richard Baskerville, and his heirs for ever, he she and they paying out of the said last-mentioned close called the Backs, from and after the expiration of one whole year next after his decease, for ever, to such person or persons as should be owners of his new mansion-house at Hanham aforesaid, one annuity or yearly sum of 4*l.* per annum on the 10th December yearly, to be by such owner of his said house from time to time distributed with the approbation of the minister of the parish of Bitton

Richard Jones's
Charity.

Bitton.

Richard Jones's
Charity,
continued.

aforesaid for the time being, unto and amongst such 16 of the poorest families in Hanham aforesaid, as they in their discretion should think most meet, with power of entry and distress upon the said premises called the Backs for compelling the payment thereof.

The above-mentioned sum of 4*l.* per annum is regularly paid by the tenant of the house called Brandhouse, to Mr. Whittuck of Hanham Hall, who distributes it among 16 poor families, but without consulting the minister in the distribution.

SIR ABRAHAM ELTON'S CHARITY.

Sir Abraham
Elton's Charity.

Sir *Abraham Elton*, by his Will, dated 20th October 1727, reciting, that upon the marriage of his eldest son he had settled upon him and his then late wife, and their issue, a close of land near Conham, in the county of Gloucester, and that he had inclosed a part of the said land, and erected thereon a house, which was then used as a place for people to meet in and worship God, directed that his said son and his issue, on whom the said land was settled, should continue the said house for the same purpose, and should yearly pay to a person that should preach there, 10*l.*, and in case such meeting should be discontinued there, that then the same house should be used as a school-house, and that in such case his said eldest son and his issue should yearly pay the said 10*l.* to a schoolmaster to teach poor children there, to read and write, the same to be issuing and payable for ever out of his part and share of the messuages, lands and hereditaments bought of John Wickham and Tobias Dunn, in the parish of St. Philip and St. Jacob, county of Gloucester, then belonging to his cupola-stock there, with power for such persons so preaching, or such school-master from time to time to distrain therefor upon the said estates to compel payment thereof.

The premises so charged by the above will have passed through various hands by successive conveyances and transfers, and are now become the property of Mr. Henry Pascoe, of Swansea, copper-refiner, under a purchase from Messrs. Ames, Castle, & Co., Bristol, the contract for such sale thereof having been made subject to the payment of the above-mentioned rentcharge, and all arrears; and the same having been also excepted out of the covenant against encumbrances in all the preceding conveyances.

The house which was used or intended to be used as a meeting-house is still standing, but has been represented to us to be in a dilapidated state, and it does not appear that any payment of the rentcharge has been made since 1758.

We have, however, received a letter from Mr. Pascoe in answer to our inquiries respecting this charity, in which he states that the chapel, which was nearly in ruins at the time he purchased these lands, has been since put in proper repair at an expense of nearly 150*l.*; that it was intended to be opened in the early part of December (1826) by dissenting ministers; and that a free school for the children of the poor, and adults, was also in contemplation to be carried on within the same building.

PARISH OF DEYNTON.

JOHN LANGTON'S CHARITY.

Deynton.

John Langton's
Charity.

John Langton, by his Will, dated 8th December, 12 Charles 2, gave to the poor of the parish of Deynton 20*l.* as a perpetual stock for the said parish.

By an Indenture, dated 22d December, 18 Charles 2, (1666,) made between John Atwood, of the one part, and Henry Still, and several other persons therein named, of the other part, reciting the said will of the said John Langton; and that John Atwood, by Indenture, dated the day preceding the said indenture now in recital, and in consideration of the said 20*l.* had granted unto the said Henry Still and others, their heirs and assigns, a close of meadow or pasture-ground, called Briary Hedge, containing, by estimation, one acre, lying under the Clift, upon the trusts of the said will, It was declared that the said Henry Still and others should every year for ever pay unto the parson, churchwardens and overseers of the poor of Deynton aforesaid, the yearly sum of 20*s.* to be by them distributed to and among such of the poor inhabitants as should have most need, over and besides the monthly or other rates.

Mr. Edward Davis is the occupier of this land, and regularly distributes the sum of 30*s.* as the rent thereof among the poor of this parish.

THE REV. WILLIAM LANGTON'S CHARITY.

The will of the Rev. William Langton, and the particulars of this charity, are fully set forth in the Report of the Charities in the parish of Dirham before-mentioned; whereby it appears that the said testator gave one third of the produce of lands, which he directed to be purchased with the sum of 600*l.* thereby given to certain trustees for that purpose, to the parish of Deynton, to be applied for the educating and apprenticing poor children of the said parish.

Deynton.
The Rev. William
Langton's Charity.

These lands were purchased accordingly, as appears by the said Report, and the residue of the annual rents and profits of the said lands so purchased, after deducting some small payments therein mentioned, now amount to the sum of 90*l.* 19*s.* 9*d.* per annum, whereof the parish of Deynton is entitled to one third, amounting to 30*l.* 6*s.* 7*d.*, which is regularly paid by the trustees to the churchwardens of Deynton accordingly.

This sum is consolidated with two other smaller legacies hereinafter mentioned, which are received by the churchwardens of the said parish, amounting to 6*l.* per annum, making together an income of 36*l.* 6*s.* 2*d.*

This income is distributed in the following manner, viz. 14*l.* is paid to a schoolmistress at Deynton for teaching the poor children of the said parish, together with a small sum for books and other necessities for the school, and the remainder is laid out in apprenticing poor children of the same parish, according to the directions of the said testator. The accounts of this charity are regularly entered and audited in a book kept for that purpose.

ATWELL'S AND STILL'S CHARITIES.

John Atwells, of Thornbury, by his Will, dated 16th May 1729, *inter alia*, gave the sum of 100*l.* to the churchwardens and overseers of the parish of Deynton, and their successors, in trust, to place the same out at interest, and to apply the interest and increase thereof in putting out and binding forth as apprentices such poor boys of the said parish to such trades and in such manner as should be thought most proper and convenient.

Atwell's and
Still's Charities.

In an account-book of this parish are the following entries:

"An account of Mr. Atwell's legacy to the parish of Deynton to be applied in apprenticing poor boys of the parish."

April 20th, 1748.—Received then of William Butler, one of the overseers of the poor, the sum of 70*l.*, being part of a legacy of 100*l.* given to the parish of Deynton by Mr. Atwell, of Thornbury. But Mr. Atwell's estate proving deficient to pay the several legacies given by his will, there came no more clear to our share, after all expenses were defrayed, than the above sum of 70*l.*

An account how the above money has been employed;

April 20th, 1748.—By consent of the churchwardens and overseers of the poor, the money was put into my hands, for which I gave my note, bearing interest after the rate of 5*l.* per cent per annum.

Thomas Coker, rector."

It appears by the account-book kept by the trustees of William Langton's charity before mentioned, that this sum of 70*l.*, together with 20*l.* savings of interest thereon, and a legacy of 10*l.* given by *Philippa Still*, was laid out by the said Thomas Coker in the purchase of two bonds of 50*l.* each, secured upon the tolls of the Marshfield turnpike-trust, bearing an interest of four and a half per cent, the interest arising from which bonds was blended with the said William Langton's charity before mentioned; and that the said Thomas Coker, with the savings out of the said three charities, purchased another turnpike-bond of 50*l.* on the same trust, bearing the same interest as the former, and which three bonds are now in the possession of John Bush, esq., of the said parish of Deynton, as a trustee of the said William Langton's charity.

The interest of these three bonds, amounting to the sum of 60*l.*, has been applied together with the said William Langton's charity before mentioned.

SAMUEL PACKER'S CHARITY.

In the Returns made under the Act, usually called Gilbert's Act, is the following entry:

Samuel Packer's
Charity.

"*Samuel Packer*, 1759, by Will, for apprenticing poor children. Money, now land, vested in John Hooper, 20*l.*, annual produce 16*s.*"

Deynton.
 —
 Samuel Packer's
 Charity,
continued.

There is an entry in the parish-books of a payment on account of this charity, dated the 28th of December 1778, but no trace can be found of any subsequent payment, nor any further information obtained respecting the same. It is therefore considered as lost.

PARISH OF OLVESTON.

Olveston.
 —

The following charities are stated on two benefaction-tables in the church of this parish, put up in the year 1744.

JOHN HANCOCK'S CHARITY.

John Hancock's
 Charity.

1681. "*John Hancock*, of Ings, gave by Will 20s. per annum, for ever, to the poor housekeepers in the tithing of Olvestone, not receiving alms, to be paid out of a tenement in Bedminster, now belonging to Mr. Jones of Bristol."

This rentcharge is received by the churchwardens and overseers from the owners of the premises charged, and distributed by them in bread among the poor of the tithing, about Christmas yearly.

MARTHA BAKER'S CHARITY.

Martha Baker's
 Charity.

1717. "*Martha Baker*, of Aust, widow, gave by Will 40s. per annum for ever, to be distributed among the poor housekeepers of this parish, not receiving alms, on St. Thomas's-day, to be paid out of a tenement and farm now belonging to Mr. Luke Hollister."

This rentcharge is also regularly received by the churchwardens from the owner of the tenement charged, and is distributed among the poor in bread and money on every New Year's-day.

JOHN MAPSON'S CHARITY.

John Mapson's
 Charity.

1719. "*John Mapson*, of Tockington, gave by Will 40s. per annum for ever, to be distributed in bread to the poor housekeepers of this parish, not receiving alms, on New Year's-day. The said benefaction is charged on all his lands in Tockington, now in the possession of Mapson Thomas."

This rentcharge is also received by the churchwardens from the owner of the lands charged, and distributed in bread among poor persons on New Year's-day.

EDWARD WADE'S CHARITY.

Edward Wade's
 Charity.

1722. "*Edward Wade*, of Woodhouse, gave by Will 15s. per annum for ever, to the poor of this parish to be given in fourpenny bread on Good-Friday, which he charged on a ground called the Niatt."

This sum is also received by the churchwardens from the owner of the lands charged, and distributed in bread on Good-Friday yearly.

GIFTS OF GEORGE MOSS AND AN UNKNOWN DONOR.

Gifts of George
 Moss, and an
 Unknown Donor.

"*George Moss* left 10s. per annum, for ever, for a sermon to be preached on April the 23d, to be paid out of the New Leazes now in the possession of Joseph Sturge.

— left 10s. per annum, for ever, for a sermon to be preached on Christmas-day, to be paid out of a paddock called Gainers Leaze, now belonging to Mrs. Adlams, and rented by Mr. Baggs."

The premises respectively charged are well known. Gainers Leaze is the property of Mr. Moxon, and situate in the parish of Aldmonsbury, and the New Leazes, which belong to Mr. Alfred Ward, are in the parish of Olveston. The sums charged are both regularly paid to the minister of the parish, who preaches the sermons regularly.

There are also some lands belonging to this parish, consisting of 9A. 2R. 32P. which are called the Church Lands, the title to which cannot now be traced, but they have been from time immemorial in the possession of the parish, and vested in a succession of feoffees regularly renewed. The rents are applied in the same manner as the church-rates.

PARISH OF ROCKHAMPTON.

MABEL MALLET'S CHARITY.

Mrs. *Mabel Mallet*, formerly of the parish of Rockhampton, gave by Deed, dated 2d April 1653, a piece of land, containing by estimation two acres of meadow, in the parish of Hill, to certain persons therein named as trustees, the rent to be applied towards the relief and maintenance of poor, aged and impotent people within the several parishes of Rockhampton and Hill, in equal proportions. The land is let to a tenant from year to year at a rent of 3*l*.

Rockhampton.
—
Mabel Mallet's
Charity.

The churchwarden of Rockhampton receives the whole rent of 3*l*. from the feoffees, of whom there are four now surviving; and after distributing the moiety, being 30*s*. to the second poor of his own parish, he pays the residue over to Miss Langley, of Hill Court House at Hill.

The moiety in the hands of the churchwarden of Rockhampton is distributed among the second poor, according to a list previously made out.

HUNDRED OF PUCKLECHURCH.

PARISH OF COLD ASHTON.

WILLIAM WHITTINGTON'S CHARITY.

William Whittington, late of Stapleton, in the county of Gloucester, esquire, deceased, by his Will, dated 3d June 1715, gave to the poor of Cold Ashton, in the county of Gloucester, an annuity or rentcharge of 40*s*. to be paid to the poor of Cold Ashton every year, for ever, out of his ground called By-the-Wood, within the parish of Cold Ashton, on every Good-Friday and St. Thomas's-day for ever, to be divided amongst the poor of the same parish, in such manner as the occupiers of his farm of Hamswell, and the minister for the time being of Cold Ashton, should think fit. And he further declared that his desire was that such money should not ease the parishioners in their pay to the poor, but was intended for the more comfortable maintenance of them, over and above the parish-pay; and he further gave, yearly, for ever, the sum of 5*l*. unto such poor man or woman who should be fit and able to teach to read, and also to write, if it might be, all the children of such poor inhabitants of the parish of Cold Ashton, who should not be of ability to pay for their childrens schooling, which persons so to teach, and to be taught, should be nominated and appointed by the minister of Cold Ashton, and such person or persons as should be occupiers of Hamswell Farm, or the major part of them; and that the said minister, and occupiers of Hamswell Farm, should have power from time to time to place and displace such persons as they should see fit, for which said annuity of 5*l*. his will was that such teacher should have power to enter and distrain.

Cold Ashton.
—
W. Whittington's
Charity.

The owners or tenants of the property so charged have regularly paid both these annuities of 40*s*. and 5*l*. respectively, except that about 25 years ago, there appears to have been a suspension of the payment of the annuity of 40*s*. for some short time, which occasioned an accumulation of arrears; but these arrears were afterwards paid up, and laid out in blankets, which were distributed among the poor of the said parish.

The payment of the annuity of 5*l*. seems also to have been withheld for some time; but the accumulations of those arrears are stated to have been applied towards the erection of a school-house, built upon some waste land in the said parish.

Both these annuities have however for many years been regularly paid, as before mentioned.

The annuity of 40*s*. has been distributed by the proprietor of the premises charged therewith amongst the poor of the parish of Cold Ashton, as directed by the said will, and a list kept of the names of the persons receiving the same.

A school is carried on in the house built with the accumulation aforesaid, and the sum of 5*l*. per annum is paid to the master of the said school, by the proprietor of Hamswell Farm.

Cold Ashton.
—

The number of children educated there varies from five to ten, and they are taught to read, and say their catechism. The master is represented as taking proper care of their instruction and discipline.

PARISH OF PUCKLECHURCH.

HENRY BERROW'S CHARITY.

Pucklechurch.
—Henry Berrow's
Charity.

By Indenture, made 6th November 1718, between the Rev. *Henry Berrow*, vicar of Pucklechurch, of the one part, and the Rev. Joseph Jackson, rector of Deynton, Richard Codrington, rector of Dodington, Jeremiah Horler, rector of Little Sodbury, John Pill, vicar of Wapley, and William Mason, rector of Yate, of the other part; reciting, that the mayor, burgesses, and commonalty of the city of Bristol had acknowledged themselves, by a certain instrument, dated 19th June then last past, to stand indebted to the said Henry Berrow in the sum of 200*l.* to be paid to the said Henry Berrow, his executors, administrators or assigns, at or upon the 20th day of December then next ensuing, with interest thereon, after the rate of three per cent per annum; It is witnessed, that the said Henry Berrow, in pursuance of his charitable intention therein mentioned, granted to the said parties of the second part, and their successors, as rectors and vicars respectively as aforesaid, the said instrument, and the said sum of 200*l.*, with the interest due thereon, upon the following trusts, viz. that the said trustees should receive the said interest annually, and pay the same to the schoolmaster and schoolmistress of Pucklechurch, as therein and hereinafter mentioned; and that the said trustees and their successors should receive and lay out the said 200*l.* in the purchase of lands of the yearly value of 10*l.*, or so much as could be reasonably procured for the said money, and should settle the same in such manner as counsel should advise, upon trust, that the clear rents and profits thereof, (excepting 10*s.* yearly, to be disposed of as hereinafter mentioned) should be for ever applied for and towards the teaching and instructing of 10 boys and 10 girls of the parish of Pucklechurch aforesaid, each to commence from the age of four years, to the end of 10 years complete, if they could not sooner be perfected, and to be taken from such as should be most indigent and destitute of means for their instruction; and the said donor directed that the boys should be taught to read perfectly, and get the catechism of the Church of England by heart, and also to write, and cast accounts so far as the rules of addition and subtraction; and that the girls should be taught to read perfectly; to get the catechism of the Church of England by heart; and to knit; and that after such purchase should have been made, the clear rents and profits of such lands so purchased should be for ever paid, one moiety thereof to the master who should so teach and instruct the boys, and the other moiety thereof to the mistress, who should so teach and instruct the girls in the said parish as aforesaid, for an encouragement and reward for their pains therein respectively, reserving only the sum of 10*s.* to be laid out in a dinner for the trustees on the Wednesday or Thursday in Whitsun-week, yearly, when they should come to examine the children, and see such orders observed as the said Henry Berrow should leave, with such other orders as they should see necessary to make from time to time, according to the circumstances of the place; all such orders to be fairly written and hung up in the said school; and the said Henry Berrow appointed John Sympson the then master, to continue to teach the said boys, and his wife Mary Sympson the said girls, they observing the orders from time to time to be appointed as aforesaid; and he directed, that if it should happen there should not be poor children enough to make up the number in Pucklechurch aforesaid, then what were wanting might be had from the parish of Abson-cum-Wick, (if their parents would send them) but if they would not send them, the salary as aforesaid should be fully paid to the said master and mistress so long as there should be 16 poor children of Pucklechurch attending the said school; and the said Henry Berrow also directed that the teachers aforesaid should not be restrained from teaching any other children which their parents should be able to pay for; and that each schoolmaster and mistress as aforesaid should take care to bring his and her scholars to church constantly every prayer-day, and Lord's-day, to hear Divine Service, and the sermon, and should see that they behaved themselves decently

decently and reverently at church ; and that upon the death or removal of any such child or children, others of the like qualification should be named and put in their places by his said trustees and their successors ; and that after the death or disability of the then teachers, or removal of either of them, another sober man or woman, so qualified as aforesaid, should be appointed by his said trustees, or the greater number of them, in their place, and so *toties quoties* ; and that the said trustees, upon reasonable and just cause, should displace such schoolmasters or mistresses, and place others in their room as often as it should so happen, for ever ; and that no curate of the said parish of Pucklechurch, or of any other parish, should be ever admitted to teach in the said school, or receive any stipend for so doing, if he should be obtruded therein.

Pucklechurch.

 Henry Berrow's
 Charity,
continued.

The said Henry Berrow, afterwards, by his Will, dated 14th December 1724, reciting that he had settled and assured, for the better establishing and supporting the charity-school of Pucklechurch aforesaid, the sum of 200*l.* by the deed of settlement before mentioned, gave unto the trustees therein named the sum of 300*l.* more, to be paid unto Thomas Edwards, then of the city of Bristol, esquire, and the said trustees, or the survivors of them, by his executor thereinafter named, within one month next after his decease, upon the trusts following, viz. as for and concerning 200*l.*, part thereof, for the further support and maintenance of the said charity-school of Pucklechurch, and to be from time to time used and employed in such manner, and upon the trusts and purposes, as were expressed in the said indenture above set forth ; and as to the other 100*l.* residue of the said 300*l.* that the said trustees (by and with the approbation and consent of the said Thomas Edwards) should lay out and dispose of the said last-mentioned sum of 100*l.*, either in purchasing lands, or at interest, as to them should seem meet, and should pay the interest and increase thereof for the further support and maintenance of the charity-school belonging to the parish of Wick and Abson, in the county of Gloucester, in such manner and form as he had given the other 200*l.* for the use and benefit of the said charity-school of Pucklechurch aforesaid ; and the said testator further directed that the children belonging to the said school of Wick and Abson should be from time to time taught according to the rules settled for the said school of Pucklechurch, as far as should appear to be practicable, with a proviso, that if at any time thereafter there should be no master or person for the space of six months to teach the children belonging to the said school of Wick and Abson, or that the poor people of the said parish of Wick and Abson should refuse or neglect for the time aforesaid to send their or some of their children to the said school, to be taught according to his said will, or that the said sum of 100*l.*, or any part thereof, should be in any wise given to any clergyman, or applied contrary to the true meaning of his said will, then he did thereby direct that the interest and increase of the said 100*l.* should be paid unto the master for the time being of the said school of Pucklechurch, with a proviso, that if at any time thereafter it should happen that both the said schools of Pucklechurch, and Wick and Abson, should be totally neglected or fail, or the said schools used and employed, or the said children educated contrary to the Church of England, then and in either of such cases he gave the whole sum of 500*l.* and all benefit, interest, and increase thereof, unto and amongst his nearest relations in equal shares and proportions.

By Indentures of Lease and Release, dated 25th and 26th March 1730, made between Thomas Elbridge, and Henry Bodman, of the first part, Matthew Hale, esquire, and Mary his wife, and John Elbridge, esquire, of the second part, the Rev. Henry Gandy, vicar of Pucklechurch, and John Browning, of the third part, and the Rev. David Duncombe, rector of Deynton, Richard Codrington, rector of Dodington, Thomas Lodge, rector of Little Sodbury, John Pill, vicar of Wapley, and William Mason, rector of Yate, of the fourth part, reciting among other things the said indenture of settlement, and the will of the said Henry Berrow before mentioned, and that the trustees of the said charity had been from time to time varied by death or removal, and that the funds belonging to the said charity had then become vested in the said several persons therein and hereinbefore mentioned, of the fourth part, who had agreed to invest the sum of 480*l.* part of the said funds, in the purchase of the estates and premises after mentioned ; It was witnessed, that in consideration of the sum of 480*l.* paid to the said John Elbridge, and for the other considerations therein mentioned, he the said John Elbridge, and the other persons of the first, second and third parts, did

Pucklechurch.

 Henry Berrow's
 Charity,
continued.

convey to the said David Duncombe, and the several persons therein named of the fourth part, their heirs and assigns, for ever, a messuage or tenement in Rangeworthy alias Rangeworth, in the county of Gloucester, called Bezars Tenement, with the appurtenances; a parcel of meadow called the Home Close; the Leaze called the Grove, and an acre thereto adjoining, containing in the whole by estimation nine acres; a close or parcel of meadow or pasture-ground called Coxham's Ridings, containing by estimation three acres; a paddock, piece, or parcel of pasture in Rangery alias Rangeworthy, called Drews Paddock, containing by estimation $\frac{3}{4}$ of an acre, and six perches, parcel of and belonging to a copyhold tenement held of the manor of Rangeworthy aforesaid; a cottage or tenement, being other parcel of and lying within the manor of Rangeworthy aforesaid, with the garden, orchard, and appurtenances thereto belonging; and a close of pasture-ground, or arable-land lying in Rangeworthy aforesaid, called Browns Ryeworthy, containing by estimation 2A. 3R. 36P. and parcel of another copyhold tenement of the said manor, all which premises were situate in Rangeworthy aforesaid, with their appurtenances, upon the several trusts in the said deed and will of the said Henry Berrow declared.

By an indorsement on the above deed it appears that the sum of 20*L.*, the remainder of the said sum of 500*L.*, being the whole of the trust-money given by the said Henry Berrow for the purposes of the said charities, after paying the consideration of the said purchase as aforesaid, was paid towards the expense of the conveyance, and the improving and repairing the lands and tenements so purchased.

The lands at present in the possession of the trustees are the same as those mentioned in the purchase-deed aforesaid, with an addition of about seven acres, which were allotted to the said charities under an Inclosure Act passed in the year 1812. The whole of this estate was lately let to Mr. Robert Drew, upon a lease for seven years, which expired at Lady-day last, at a rent of 50 guineas per annum, he paying all taxes; and another lease is now agreed to be made to the said Robert Drew for a further term of seven years, at the same rent.

The estate is let by the trustees, and the rent fixed according to the valuation of Messrs. Sturge, of Bristol, surveyors.

The rent has been regularly received by the Rev. Mr. Goodenough, rector of Yate, who is the acting trustee, and by him paid over, after deducting the expense of repairs, and 10*s.* for a dinner for the trustees, as directed by the said settlement, to the master of the school at Pucklechurch, who by the direction of the trustees pays one fifth thereof to the master of the charity-school in Wick and Abson aforesaid, and divides the remaining four fifths between himself and the schoolmistress, in the parish of Pucklechurch, appointed by the trustees.

The present master of the school at Pucklechurch instructs 10 poor boys of that parish in reading, writing, and accounts, as directed by the testator, and teaches them the Church-catechism.

The schoolmistress teaches 10 poor girls of the same parish to read and sew, and hears them their catechism.

The trustees visit the school in Whitsun-week every year, to examine the children as directed by the testator, and receive the 10*s.* given them by the testator's will for their trouble.

ATWELLS'S CHARITY.

Atwells's Charity.

John Atwells, by his Will, dated the 16th May 1729, gave to the churchwardens and overseers of the poor of the parish of Pucklechurch, and their successors, for ever, the sum of 100*L.*, in trust, to put the said sum out at interest, and to apply the same from time to time for ever in putting and binding forth as apprentice such poor boys of the said parish to such trades and in such manner as should be thought most proper.

There does not appear to be any document or instrument in the possession of the parish to show the receipt and application of this sum, except that in an old book of accounts belonging to the parish there are the following entries, viz. "July 4th, 1779. The accounts of Harry Smith, one of the churchwardens of the parish of Pucklechurch, for the money given by Mr. Atwell, late of Thornbury, for apprenticing poor boys whose parents have no relief from the parish.

Received

Received of Stephen Hooper, for the use of 44*l.* at five per cent, 2*l.* 4*s.*

Received of Betty Blannins, for half a year's rent Lady-day last, 1*l.* 0*s.*"

From which entries it may be inferred that Stephen Hooper at that time had the sum of 44*l.* in his hands belonging to this charity, at an interest of 5 per cent; and that there was also a house or tenement belonging to the said charity, which was let for 2*l.* a year.

It afterwards appears by the same book of accounts that the interest of this sum of 44*l.* had ceased to be paid, but that the churchwardens then received the rent of two cottages called Hoopers, but under what title is now unknown (probably in lieu of the said sum of 44*l.*). It is however admitted, that the parish have received and still receive on account of this charity, 7*l.* per annum, as the rent of the tenement, and 5*l.* for the rent of the two cottages late Hooper's, making together 12*l.* per annum.

These rents have not till very lately been laid out in apprenticing children. They appear to have been applied in renewing the leases from the lord of the manor, in repairing of the old house, and in erecting two new cottages on the site of that formerly called Blannings.

We find that since the year 1819 five boys belonging to this parish have been placed out apprentices, with premiums varying from 10*l.* to 25*l.* each, and that there was a balance at the last settlement of the accounts at Lady-day 1826, in the hands of the churchwarden of 16*l.* 11*s.* 0½*d.* which is intended to be laid out, together with some arrears of rent when received, in placing out more children of the said parish as apprentices.

Pucktechurch.

Atwells's Charity,
continued.

PARISH OF SISTON.

THOMAS TROTMAN'S CHARITY.

By an Indenture, made 23d April 1731, between *Thomas Trotman*, of Siston, in the county of Gloucester, of the one part, and *John Oliver*, of the same place, yeoman, of the other part, the said *Thomas Trotman*, for the consideration thereafter mentioned, demised unto the said *John Oliver* all that dwelling-house, with the orchard and garden thereunto adjoining, commonly called *Wickwick's Tenement*, situate on *Webbs Heath*, in the said parish of Siston, to hold to the said *John Oliver*, his executors, administrators, and assigns, from the 25th of March then last, for the term of 99 years, if the said *John Oliver*, *Elizabeth* his wife, and *Elizabeth*, his daughter, or any of them, should so long live, paying, during the said term, unto the rector, churchwardens, and overseers of the poor of the said parish of Siston, upon every Easter Monday by 10 o'clock, 24 penny loaves of bread, to be by them distributed amongst such poor persons of the said parish of Siston as they should think fit; and also paying yearly, at the same time, unto the said *Thomas Trotman*, his heirs and assigns, during the said term, the yearly rent of 4*d.*; with a proviso, that if the said *Elizabeth*, daughter of the said *John* and *Elizabeth Oliver*, should happen to survive her said father and mother, and enjoy the said demised premises after their decease, and should marry a man that was not a parishioner of Siston aforesaid, then the churchwardens and overseers of the said poor should immediately after such her marriage seize upon and take the said demised premises for the use of the said poor, paying the said *Elizabeth* 1*l.* at Christmas-day yearly, or within 10 days after, for the term of her life.

John Oliver, and *Elizabeth* his wife, and *Elizabeth* his daughter, have been long since dead, and the churchwardens and overseers are now in possession of the premises, which are let by them to *William Spicer*, at the rent of 5*l.* per annum. The rent has been received by the parish-officers, and applied by them together with the poors-rate, but the churchwardens have undertaken that such distribution among the poor should be made in bread for the future.

Siston.

Thomas Trotman's
Charity.

CHARITIES OF JOHN HATHAWAY AND JAMES GALLOP.

John Hathaway, by his Will, dated 6th June 1701, gave unto the poor of the parish of Siston 10*l.*, the profits thereof to be distributed yearly by the churchwardens and overseers for the time being.

The following memorandum appears in the register or poors-book of this parish.

Charities of
John Hathaway
and James Gallop.

Siston.

Charities of
John Hathaway
and James Gallop,
continued.

“ Memorandum.—The poor of this parish have the interest of 10*l.*, left them by John Hathaway, and 10*l.* by Mr. *Gallop*, which two sums were paid into the hands of Thomas Trotman, esq. to bear interest at 5 per cent, from April 16th, 1723.”

These two sums have continued ever since in the hands of Mr. Trotman or his family, and are now in the hands of Fiennes Trotman, esq., a descendant of the said Thomas Trotman. The family of the Trotmans have distributed, and the present Mr. Fiennes Trotman continues to distribute, 20*s.* a year, as the interest of these two sums, in bread to the poor of this parish, on St. Thomas's-day yearly.

PARISH OF WESTERLEIGH.

EDWARD HILL'S CHARITY.

Westerleigh.

Edward Hill's
Charity.

Edward Hill, by his Will, dated 24th December 1619, gave to his executor Robert Tyler his whole personal estate, upon trust, in case his only son William Hill, therein named, should die before he attained the age of 21 years, that then his said executor should pay to the churchwardens and overseers of the town or parish of Westerleig, the sum of 100*l.* for a perpetual stock, to be by them carefully put forth, and the use and benefit thereof, being 10*l.* by the year, employed and used by the churchwardens and overseers of the poor of the said parish in manner following, viz. 50*l.*, part thereof, to remain in a stock for ever, and the benefit thereof, being 5*l.* by the year to be paid to a preacher or preachers that should preach 10 sermons in every year in the parish-church of Westerleigh aforesaid, allowing him or them for every sermon 10*s.*, and the sermons to be made on 1st January, on the Purification of the Virgin Mary, on the second Sunday in Lent, on Palm Sunday, on Easter Monday, on Whit Monday, on the Sunday before Midsummer-day, on the 5th of August, on the feast-day of All Saints, and on Saint Stephen's-day in every year; and the other 50*l.* to remain in a stock for ever, for the only use and behoof of the poor of the parish of Westerleigh aforesaid, and the use and profit thereof, being 5*l.* by the year, to be bestowed by the minister, and churchwardens and overseers of the poor of the said parish, to the poor of the same parish, some more, some less, as they or the greater part of them in their discretion should think fit.

By Indentures of Lease and Release, bearing date the 3d and 4th February 1802, made between Robert Brown, and several other persons, described as the then feoffees of the parish of Westerleigh of the first part, Robert Brown and Stephen Bryant, the then churchwardens, and Thomas Sherborne, and Robert Brown, the then overseers of the said parish, of the second part, and Aaron Brain, and several other persons therein mentioned, as tenants, freeholders, copyholders or inhabitants of the said manor of Westerleigh, intended to be feoffees in trust for the said parish, of the third part, reciting the said will of the said Edward Hill as above set forth; and that by an indenture of feoffment, dated 16th March 1693, Sir Samuel Astry therein mentioned, in consideration of the sum of 60*l.* to him paid by the then churchwardens and overseers of the poor of the said parish, in order that the same might be settled in satisfaction and performance of the said charities mentioned in the said will of the said Edward Hill, did convey unto Daniel Burcombe and Thomas Ridley, their heirs and assigns, all that parcel of ground, containing by estimation four acres, lying at the bottom of and formerly inclosed out of and from Maishill Green, bounded as therein mentioned; all that plot or parcel of pasture-ground lying in Kendalshire Common, containing by estimation eight acres; and all that other piece or parcel of pasture-ground lying common called Surmans Green, with a lane thereunto belonging, containing by estimation eight acres, with the appurtenances, at and under the yearly rent of 6*s.* 8*d.*; and also reciting several deeds of feoffment, whereby the said premises were from time to time conveyed to and vested in successive trustees, upon trust, that they should demise and let the same, either for the term of one or more years, or for term of life or lives, or for term of years determinable upon life or lives, so that such lease should not exceed three lives, or 21 years absolute, for the best improved yearly rent that might be got for the same; and reciting, that as at the time when the said sum of 100*l.* was so given by the said Edward Hill as aforesaid, the said sum would have produced at interest the sum of 10*l.* by the year, and

that

that the same would not at that time yield at the most more than the sum of 6*l.* by the year; and that the charges of inclosing and fencing-in the lands and premises thereby granted would amount at least to the sum of 40*l.* which, together with the sum of 60*l.* so paid to the said Sir Samuel Astry, would make up the said sum of 100*l.* it had been agreed that the sum of 3*l.* by the year, part of the money that should arise out of the clear rents of the said premises, should yearly be paid into the hands of the churchwardens and overseers of the poor of the said parish, to be by them disposed of to some able minister or ministers for the preaching of 10 sermons on the days appointed by the said testator; and that 3*l.* by the year more, of the money that should arise out of the rents of the said premises, should yearly be paid to the churchwardens and overseers aforesaid, to be distributed by them and the minister of the said parish for the time being, amongst such poor inhabitants of the said parish as to them should seem meet; and that the surplus arising out of the clear rents of the said premises should go to and for the use of the poor inhabitants of the said parish of Westerleigh, in binding their children apprentices, or in assisting and relieving as well such poor families that were not on the monthly assessments to the poor, as those that were, or to such other charitable and beneficial uses for the poor of the same parish, as the said feoffees, or the major part of them, at their yearly meeting, should direct and appoint, who were to meet yearly to consider the same; with a power to the said trustees to reimburse themselves for any expense in defending the title to the said premises, or putting them in necessary repair; and that when the said feoffees should be reduced to four or three persons, that then they should enfeof all the said premises to such a number of the chiefest tenants of the said manor, or freeholders or inhabitants of the said manor, as to them should seem convenient; It was by the said Indenture of Release witnessed, that the said Robert Brown, and others of the first part, being the then only surviving feoffees, did thereby convey to the said Aaron Brain, and others of the third part, all the said trust-premises upon the same trusts as before mentioned.

The surviving trustees are now Stephen Bryant, Aaron Brain, jun. John Cook, Daniel Brown, William Gibbs, and James Bryant.

There have been no renewals of lives upon the leases since the year 1798, and the trustees have determined on the expiration of the subsisting leases to let the premises at rack-rent.

The annual quit-rents, which have been for many years received, amount to the sum of 12*l.* 11*s.* out of which the sum of 3*l.* per annum was regularly paid down to the year 1808, to the minister of the parish, but since that period, the sum paid to him has been increased to 5*l.* per annum, and he regularly preaches the 10 sermons according to the directions of the will.

The sum of 3*l.* 10*s.* per annum, has also been distributed to the poor by the churchwardens on Candlemas-day, and the remaining balance has occasionally been applied in putting out boys apprentice, or in further distributions among the poor.

The balance in the hands of the trustees is at present 45*l.* 8*s.* 8*d.* out of which they intend immediately to put out two boys apprentices.

SIR JOHN SMYTH'S CHARITY.

By Indenture, dated 20th October 1715, made between Sir *John Smyth*, of Long Ashton, bart., of the one part, and Arthur Truman, and several other persons therein named, of the other part, reciting, that dame Elizabeth Smyth, deceased, his late wife, being entitled in fee-simple to one full third part of the manor-house of Westerleigh, in the county of Gloucester, did in her lifetime convey the said third part to the use of the said Sir John Smyth and his heirs, and that the said dame Elizabeth Smyth having a pious desire that some charitable settlement might be made for the teaching and instruction of the children of some poor persons inhabiting in Westerleigh aforesaid, did a little before her death desire the said Sir John Smyth, to grant the annuity therein and hereinafter mentioned upon the trusts thereafter declared; It was witnessed, that the said Sir John Smyth, in pursuance of the charitable intentions of his said late lady, did grant unto the said Arthur Truman and others an annuity of 20*l.* per annum, clear of all deductions whatsoever, to be payable out of all that his said one-third part of the said manor of Westerleigh, and the several hereditaments thereto belonging, upon

Westerleigh.

Edward Hill's
Charity,
continued.

Sir John Smyth's
Charity.

Westerleigh.

Sir John Smyth's
Charity,
continued.

the days therein mentioned, upon trust, that his said trustees should pay the said annuity to two sober men or women of the Church of England, of good reputation, equally to be divided between them; and that each of such men or women should, as schoolmaster or schoolmistress, in consideration thereof, teach and instruct ten poor children born of parents inhabiting in Westerleigh aforesaid, who should be named and appointed by the said trustees, and should continue at school till they had attained their respective ages of twelve years, or could read good English, and had learned their catechism; and that each schoolmaster or schoolmistress should take care to bring his or her scholars to church constantly every Lord's-day to hear Divine Worship and a sermon, and that they should behave themselves decently and reverently at church; and that upon the death or removal of any such child or children, others of like qualifications should be put in their places by the said trustees; and upon the death or removal of either of the said schoolmasters or schoolmistresses, another sober man or woman so qualified should be appointed by the said trustees, and so *toties quoties*; and the said trustees were therein also empowered, upon reasonable and just cause, to displace such schoolmasters and schoolmistresses, and place others in their room, with a proviso, that when any five or more of the said trustees should happen to die, that then the survivors and survivor should assign the said annuity to ten other substantial persons inhabiting in Westerleigh aforesaid, and their heirs, upon the same trusts as before-mentioned, with a power to the said trustees to enter and distrain upon the said premises, in case of nonpayment of the said annuity.

The trustees have been continued by renewals and regular assignments to the present time; and this annuity of 20*l.* is regularly paid by the steward of Sir John Smyth, the present owner of the premises charged, by the direction of the trustees, in sums of 10*l.* a-piece to a schoolmaster, who instructs ten boys in reading and the church-catechism, and to a mistress, who gives the same instruction to ten girls, each of them regularly attending the children to church as directed by the said deed.

ROBERT NAILOR'S CHARITY.

Robert Nailor's
Charity.

It appears by an entry in an old parish-book, that *Robert Nailor*, by his Will, dated 4th December 1699, devised to his wife Gertrude, and his brother John Nailor, of the parish of Westerleigh, jointly, a messuage with the appurtenances, commonly called Stover, lying in the parish of Acton, in the county of Gloucester, in fee, and also a close of pasture called Marlepit adjoining thereto, for their lives and the longest liver of them; and from and after their deaths he gave the said messuage or tenement, and close, to Mary the wife of Robert Tanner, of Westerleigh aforesaid, in fee, upon condition that she the said Mary Tanner, and her heirs, should pay yearly, for ever, the sum of 5*l.* to the minister, churchwardens, and overseers of the poor of the parish of Westerleigh, to bind out a poor boy of that parish, not receiving alms, an apprentice, as they should think fit, and he did thereby charge the said messuage or tenement and close with the payment thereof, for ever.

It is stated in the same book that Gertrude, the wife of the said testator, died on the 1st August 1722; and it appears that this sum of 5*l.*, after deducting 10*s.* for the land-tax, has been ever since regularly paid by the owner of the premises charged, to the churchwardens of the parish, who, when it amounts to a competent sum, apply it in placing out a poor boy of this parish, as directed by the said testator.

DANIEL DEVERELL'S CHARITY.

Daniel Deverell's
Charity.

Daniel Deverell, of Deptford, in the county of Kent, by his Will, dated 5th February 1783, after giving some small legacies, gave the rest of his personal estate, and especially the sum of 220*l.* which he then had in the funds, unto Thomas Deverell and Richard Batty, upon trust, to pay the same to his daughter Susanna Deverell upon her attaining 21 years, or day of marriage; but in case his said daughter should die before that age, or unmarried, he gave the same to the minister and churchwardens of the parish of Westerleigh, upon trust, to put out the poor and charity-children of the said parish, as apprentices, to such trades, and in such manner as they the said minister and churchwardens for the time being should think proper.

The testator died previously to the month of April 1783, and the testator's daughter, Susanna, died before she attained the age of 21; and we find that in

in the year 1785, the then churchwardens of the parish applied to the acting executor for an account of the residuary property of the testator, which was accordingly given, and the clear residue of the said personal estate was in the year 1786 ascertained and invested in the purchase of 168*l.* stock three per cents, which stock is now standing in the names of the Rev. George Swayne, the vicar of the parish, and Robert Browne and John Bryant, the then churchwardens. The dividends of this sum appear to have been received by Mr. Ludlow, the solicitor employed, from the 5th January 1786 to the 5th January 1792, and duly accounted for and paid by him to the churchwardens. From that time to the 5th July 1798 the dividends were also received by the said Ludlow, but as he became insolvent they were never accounted for. From the period however, he became insolvent; the dividends appear, from the accounts produced to us, to have been regularly received by the minister and churchwardens of the said parish, to 5th July last [1826], and laid out in apprenticing poor children of the parish, as directed by the said testator.

Westerleigh.
Daniel Deverell's
Charity,
continued.

PARISH OF WICK AND ABSON.

CHRISTOPHER CADLE'S CHARITY.

Christopher Cadle, by his Will, which was proved in the Prerogative Court of Canterbury on the 14th July 1663, bequeathed 140*l.*, that with it a piece of ground might be purchased for the poor of Wick and Abson, and a house to be builded for four poor people within five or six years after the decease of his brother John Cadle; and his executors were to make use of the money themselves, and dispose of it as their own, until five or six years should be fully completed after the death of his brother John Cadle, yielding and paying yearly out of it 5*l.* during the life of his said brother; and his further will was, that the said land, when his executors should have purchased it, and built the house, and delivered it up for the use of the poor, should remain to them for ever; and that the overseers of the poor of the said parish should take care from year to year to receive the rent of the said land, and pay it to such poor people as should be placed in the said house from time to time; and that it should be paid quarterly by equal portions, that is to say Lady-day, Midsummer-day, Michaelmas-day, and St. Thomas's-day; and that the said poor people, or one of them, should pay to the heirs of the Cadles a nutmeg upon every first day of January for ever, as an acknowledgment of this gift being lawfully demanded.

Wick and Abson.
Christopher Cadle's
Charity.

There are two small cottages, with gardens attached to them, situate in Wick and Abson, and also a piece of land, containing about an acre and a half, which have been long in the possession of the parish, and are considered as the houses and land mentioned in the said will.

	£.	s.	d.
One of the cottages is let at the yearly rent of - - - -	3	3	-
And the other for a like rent of - - - -	3	3	-
The piece of land is let at a rent of - - - -	4	-	-
Making together the annual rent of - - £.	10	6	-

The rents of these premises have been received by the overseers of the poor of this parish, and applied by them in aid of the poor-rates. But it has been proposed to the parish-officers to make in future a special distribution of this fund among the more meritorious part of the necessitous poor, who have kept themselves out of the parish-books by their industry, to be selected by the minister and parish-officers in vestry.

JOHN HATHAWAY'S CHARITY.

John Hathaway, by his Will, dated 6th June 1701, after devising his real estates as therein mentioned, charged an annuity of 10*s.* upon one of his lands therein mentioned, called Hoare-Stones, near Highfield, to be paid to the poor of the parish of Wick and Abson for ever, to be distributed by the churchwardens and overseers of the parish aforesaid for ever.

John Hathaway's
Charity.

The above sum of 10*s.* is considered as charged upon a piece of ground situate in the parish of Wick and Abson, now called Hathaways, part of an estate called Highfield in the same parish, the property of Anthony Drummond,

Wick and Abson. esquire, whose tenant pays this rentcharge of 10s. annually to the churchwardens of this parish, by whom the same is distributed in blankets and other necessities among the poor of the parish.

HENRY BERROW'S CHARITY.

Henry Berrow's
Charity.

The Will of *Henry Berrow*, and the particulars of his charity, will be found set forth in our Report of the Charities in the parish of Pucklechurch, by which it will be seen that the sum of 100*l.* given to the parish of Wick and Abson, was laid out by the trustees, together with the sum of 400*l.* given to the poor of Pucklechurch, in the purchase of lands in the parish of Rangeworthy in this county.

The Rev. Mr. Goodenough, the rector of Yate, and one of the trustees of this charity, receives the rents of the estate, and delivers them over to the schoolmaster of Pucklechurch, who pays one fifth part thereof to the master of the school at Wick and Abson, by whom five boys are annually taught in consideration of such payment. Mr. Hathaway, the late master of Wick and Abson, died about February last, since which time the school has been discontinued in consequence of the school-house not being in sufficient repair; but a new master has been now appointed, and it is intended to unite this school to a larger one, on the national plan, about to be established by subscription, in the parish, to the master of which the money arising from Berrow's charity will be paid.

The boys have been taught to read, write, and cast accounts, and to learn the church-catechism. It does not appear that the late master regularly attended with them at church on Sundays, as directed by the testator; but the trustees have undertaken to exact a compliance from the new master with the testator's directions in that particular.

RICHARD HAYNES'S GIFT.

Richard Haynes's
Gift.

Church Table.—"Richard Haynes, esq. gave by deed to the school-house, &c. 2*l.* 2s. annually."

There is nothing to substantiate this gift but the church-table, except the fact of its having been paid for a course of years by one or other of the descendants of Richard Haynes the donor, till within about 10 years ago, since which time it has been discontinued, on account, as it has been alleged, of the property (which is said to be a house in the village) being under litigation in chancery. It used to be paid to the hands of a schoolmaster in the village.

Mr. Reed, the receiver of the estates of the late Richard Haynes, esq. under an appointment of the court of Chancery, having been applied to for information respecting this charity, has stated that he never received any directions as to the payment of this 2*l.* 2s., and that Mr. Haynes finds nothing in his papers imposing any such obligation upon him; and further alleges, that about six years ago the churchwardens caused this supposed benefaction to be recorded upon the church-table without any authority for so doing. We have made a further application to the parish-officers, and cannot find that this imputed charity rests upon any satisfactory foundation.

BELOVED WILKES'S CHARITY.

Beloved Wilkes's
Charity.

Beloved Wilkes, of the parish of Wick and Abson, by his Will, dated 15th September 1722, after expressing his desire that his servant Ann Cope should enjoy all that part of his dwelling-house, which he had excepted in a lease then lately granted by him, and reserved to his own use, as long as she lived and remained unmarried, gave to his brother Francis Wilkes, after the decease of the said Ann Cope, the said part of his dwelling-house for his life, and all the rest and residue of his said dwelling-house, with the outhouses, gardens, orchards and appurtenances, and also those several closes of meadow and pasture to the same messuage belonging, viz., the Home Close, the Island, David's Mead, the Sheep Leaze, Moleberry, and Alloms, to hold to him the said Francis Wilkes, and the heirs of his body, for ever, subject as therein mentioned; and if his said brother Francis should die, and leave no issue of his body, then he gave the same premises unto Aaron Strange therein mentioned, and to the ministers of Pucklechurch and Deynton, in the county of Gloucester for the time being, for and during the life of the said Aaron Strange, and after his decease to the ministers of Pucklechurch, Deynton and Dirham aforesaid, and their successors for ever, upon trust, to employ 15*s.* a year, for a dinner

a dinner at his dwelling-house for themselves and the said Ann Cope, and the widows hereinafter mentioned, and also the tenant of his said estate, and his wife, once in every year, as his said trustees should think most convenient for their meeting, and taking care that his will should be duly performed; and he directed that from and after the death of his brother Francis, and the said Ann Cope, his trustees should elect two poor widows of some ministers of the Church of England, and place them in that part of his said dwelling-house which he had appointed for the said Ann Cope to live in, and should pay to such poor widows, out of the rents of the said estate, the clear yearly sum of 10*l.* a-piece so long as they should live, and should allow to such widows half a load of coal a-piece yearly, and such wood for their firing as might be conveniently cut upon the said estate, without doing any damage or spoil; and that as often as either of the said widows, that should be placed in the said dwelling-house should die, his trustees should elect another widow in her room, and so keep up the said number of two such widows for ever; and that in case such widows could not agree to live together in the said dwelling-house, then either of them might live elsewhere, paying her own house-rent, and furnishing herself with wood and coal at her own expense.

And the said testator directed that his trustees should, as soon as the yearly overplus and remainder of the rents and profits of his said estate should amount to a sum sufficient for that purpose, purchase to them and their successors, the ministers of Pucklechurch, Deynton and Dirham aforesaid, lands of the said yearly value of 20*l.*, lying as near his estate before mentioned as could conveniently be gotten; and that the rents and profits of such lands, when purchased, together with the yearly overplus of the rents of his said land, should be employed by his said trustees in the following manner, viz., that they should pay 10*s.* a year for ever to the minister of Deynton aforesaid for the time being, or to some other able man, whom he should appoint, for a sermon to be preached every year in the church of Deynton on Easter Monday, and should employ the residue thereof for ever for the maintenance, education, schooling, and qualifying for putting to and keeping at Oxford of a lad, in order to make him a minister of the Church of England, which said lad he directed his said trustees should choose out of the parishes of Wick and Abson, Pucklechurch, Deynton and Dirham, and of such parents who were not of ability to give him such maintenance and education; and that they should not choose one of their own sons; and that when and as soon as such person should have taken the degree of a Batchelor of Arts, or before, if the income thereby appointed for the purpose would admit, his said trustees should elect another lad as aforesaid, and maintain and educate and keep him at Oxford in the same manner, and so in like manner for ever.

And the said testator appointed his brother Francis Wilkes to be executor of his said will.

Francis Wilkes, the first devisee in the above-mentioned will, died without issue, and the estate so left by the said testator became vested in his trustees, agreeably to his disposition thereof, and has ever since been under the control and management of the three ministers of the parishes of Pucklechurch, Deynton and Dirham aforesaid.

In the account-book kept by the trustees of this charity there is a memorandum to the following effect, viz., That on Saturday, 21st September 1745, the Rev. Mr. Henry Gandy, minister of Pucklechurch, and the Rev. Mr. Thomas Coker, minister of Deynton, and Aaron Strange, schoolmaster, the three then trustees of Mr. Wilkes's charity, met together at the late dwelling-house of the said Mr. Wilkes, in the said parish of Wick and Abson, and began to act in the said charity pursuant to the trusts in them reposed, and had a dinner for themselves, and for the tenant Thomas Strange and his wife, and Ann Cope.

The trustees have not applied any part of the proceeds of this estate to the purchase of other lands to be annexed to the original donation, but the lands so devised by the said will appear to be still in the possession of such trustees; and in the year 1750 a plan of the different closes was made, according to a regular survey and measurement thereof, whereby it appears that the quantity then was 30*A.* 1*R.* 19*P.*, independently of the house, the garden, and the upper and lower barton. By a recent survey made in 1813, which

Wick and Abson.

Beloved Wilkes's
Charity,
continued.

Wick and Abson.
Beloved Wilkes's
Charity,
continued.

includes the house and the premises immediately around it, the property is made to amount to 31 A. 1 R. 13 P. The parcels, according to the old survey, are

	A.	R.	P.
The Home Close - - - - -	6	3	25
David's Mead - - - - -	2	2	27
Ship Leaze - - - - -	4	3	3
Mill Leaze and Yelloms - - - - -	9	2	4
Moleberry - - - - -	6	2	0

It may be proper to notice, as to the locality of the premises, the whole of which are stated in the old survey to be in the parish of Wick and Abson, that a more accurate inquiry has ascertained that certain parts of what are called Yalloms and Moleberry are situate in the parish of Deynton.

The estate so left by Mr. Wilkes has been always let to one tenant, and usually upon leases for seven years, and the same has always been kept in a state of pasturage agreeably to the injunctions of the will.

The earliest rent was 45*l.*, which was continued till about the year 1778, when it was raised to 50*l.* In 1814 it was again raised to 80*l.*, at which amount it remained till Lady-day 1816, when it was necessarily reduced to 70*l.* per annum, which has been the rent ever since - - - *£.* 70 - -

The Rev. Peter Grand's Charity.—The Rev. Peter Grand, by his will, dated 6th July 1791, bequeathed as follows:

"Item,—I give to the trustees of the late Mr. Beloved Wilkes's charity, in the parish of Wick and Abson, in this county, and to their successors, the sum of 200*l.*, in trust, for ever, being a capital sum or fund to be laid out by them in free land or government security, with power to receive the interest thereof, as it becomes due, and pay the same in equal shares to the two clergymens widows who shall be on the said charity for the time being; and my meaning and intent is that the said interest be an additional donation to the 10*l.*, which each widow does already receive every year from the said charity."

The above legacy of 200*l.* was received, and laid out in the purchase of 258*l.* 13*s.* 6*d.* 3 per cent consols, producing an annual dividend of - - - 7 15 2

The Rev. Thomas Coker's Charity.—The Rev. Thomas Coker, late rector of Deynton, who died about 1805, also bequeathed to the trustees of Wilkes's charity the sum of 200*l.*, to be laid out in the purchase of government securities, the dividends arising from which were to be applied to increase the annuities of the widows appointed by the trustees of the said charity in the same manner as the Rev. Mr. Grand's legacy.

The last-mentioned sum of 200*l.* was invested in the purchase of 336*l.* 2*s.* 8*d.* 3 per cent consols, producing an annual dividend of - - - 10 1 8

£. 87 16 10

All the above funds remain in the names of the Rev. George Swayne, as the minister of Pucklechurch and Dirham, and the Rev. Peter Gunning as minister of Deynton.

Soon after the commencement of this charity a surplus of the rents and profits, beyond what the objects required, accrued, but that surplus was not laid out in the purchase of land, on account of the expense and difficulty of transmitting it to the successive incumbents of the livings, such surplus has therefore been accumulating, and from time to time invested in the funds. It appears also to have been considered by the trustees, that they would not have been warranted to carry into effect, that part of the will which provides for the maintenance of a young man at college, until a purchase could be made of land as the will directed. These circumstances have increased the amount of the stock, at the last audit, January 1826, to the sum of 5,605*l.* 3*s.* 9*d.* three per cent consols, leaving a balance of 440*l.* in the hands of the trustees; since which time an additional sum of 400*l.* has been purchased in the same stock, making the total amount of stock arising from accumulation of surplus 6,005*l.* 3*s.* 9*d.*

Two widows of clergymen, properly selected, have always received the 10*l.* each under Mr. Wilkes's will, but only one widow was ever disposed to live in the house so as to entitle herself to the benefit of firing and wood; that part of the charity has therefore not been made available. The same two widows have also received the benefactions coming to them under the wills of the Rev. Peter Grand and Thomas Coker, being generally about 8*l.* 18*s.* 5*d.* each.

The trustees have applied to the Court of Chancery for directions how to dispose of this large surplus.

HUNDRED OF THORNBURY.

PARISH OF IRON ACTON.

CHARITIES OF JOHN BRINKWORTH, EDWARD BRINKWORTH, WILLIAM PAYNE,
AND THOMAS LISTON.

By an Indenture, dated 4th April 1789, made between Samuel King and others, surviving trustees and feoffees of the lands and premises therein and hereinafter mentioned, of the one part, and the Rev. Alexander Akehurst, rector of Iron Acton, and others therein also mentioned, of the other part, reciting, that *John Brinkworth*, in the parish of Iron Acton, had by his Will given to the poor of the said parish the sum of 20*l.* to be paid to the churchwardens and overseers of the said parish, to be placed out at interest by them, and such interest to be distributed in bread amongst the same poor yearly, for ever, which was to be done with the concurrence of the owner of the house at Lutteridge, wherein the testator dwelt; and reciting that *Edward Brinkworth*, had also given to the churchwardens of Iron Acton 20*l.*, to be laid out in lands, and directed that 10*s.* a year, for ever, part of the rent thereof, should be distributed in bread to the poor of the same parish, on 21st December yearly, and that the remainder of the said yearly rent should be distributed among the poor of the said parish; and reciting also, that *William Payne* had given to the churchwardens and overseers aforesaid, the sum of 5*l.* for the like uses as to the interest thereof; and that the said William Payne, for the considerations therein mentioned, had conveyed to *Thomas Liston* and others a close of meadow or pasture called Warre's Close, containing by estimation two acres, lying near a place called Latteridge, to hold to them and their heirs and assigns for ever, to and for the uses and purposes therein referred to; and further stating, that *Thomas Liston* therein described had granted to the persons therein mentioned a close of pasture called Wood Croft, containing by estimation three acres, situate in the parish of Arlingham, in the county of Gloucester, adjoining to the Weeks Grounds on the north side, and a common field on the south side, upon trust, that they the said grantees, the survivors and survivor of them, should, out of the rents and profits thereof, pay to the churchwardens of the said parish of Arlingham the sum of 10*s.* yearly, and should distribute the remainder of the rents and profits thereof among the poor of the said parish of Iron Acton not receiving alms; and lastly reciting, that the said Samuel King and others above mentioned were the only surviving feoffees of the said several trust-estates; It is witnessed, that they the said parties of the first part did thereby convey to the said parties of the second part, the said pasture-ground called the Warre's Close, and the said close called Woodcroft, to hold the same to and to the use of them and their heirs, upon trust, to pay the rents and profits of the said close called Warre's Close to the churchwardens and overseers of the parish of Iron Acton, to the intent that the same should be distributed in manner following, viz. 20*s.* part thereof, in bread, amongst such of the poor of Iron Acton, and in such proportions, as the said churchwardens and overseers, with the owner for the time being of the dwelling-house before mentioned, should appoint; and as to 10*s.* other part of the yearly profits of Warre's Close, that the same should be distributed in bread on St. Thomas's-day, amongst such poor persons of the said parish as they should think fit, in pursuance of the desire of the said Edward Brinkworth; and as to the residue of the rents and profits of Warre's Close, that the same should be distributed in such manner among the poor of the said parish as they the said feoffees should think fit; and to hold to and to the use of the said grantees and their heirs the said close called Woodcroft, upon trust, that they and the survivor of them should yearly, for ever, out of the rents and profits thereof, pay to the churchwardens and overseers of Arlingham aforesaid the sum of 10*s.* in manner therein mentioned; and as to the remainder of the rents of Woodcroft, in trust, to distribute the same amongst the poor of the parish of Iron Acton not receiving alms.

The closes above mentioned called Warre's Close, and Wood Croft, are now managed and let by the churchwardens of Iron Acton, there having been no renewal of the feoffees since the last-mentioned indenture.

The said two closes are now severally let to two yearly tenants at the rent of 3*l.* per annum each, making together the annual sum of 6*l.*, which sum, after

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payment

Iron Acton.
Charities of
John Brinkworth,
&c.

Iron Acton.

payment of 10s. to the parish of Arlingham, is distributed, together with the two other small donations next mentioned, in the manner after stated. The sum of 10s. belonging to the parish of Arlingham is paid by the tenant of the said close called Woodcroft Close aforesaid, to the churchwardens of that parish.

HUMPHREY BROWN'S CHARITY.

Humphrey Brown's Charity.

Humphrey Brown's gift is reported among the charities vested in the Corporation of Bristol. [8th Report, p. 610.]

The churchwardens of Iron Acton receive regularly from the chamberlain of that city the annual sum of 50s. on account of the charity, out of which they pay 10s. to the clergyman for preaching a sermon on Midsummer-day yearly, and distribute the remaining 40s. among the poor of Iron Acton, in bread and money.

SAMUEL SLOPER'S CHARITY.

Samuel Sloper's Charity.

Samuel Sloper, by his Will, dated 2d May 1706, reciting that he was possessed of a messuage, tenement, and lands in Latheridge, in the parish of Iron Acton, charged the same with the payment of 10*l.* to the poor of the parish of Iron Acton aforesaid, to remain as a standing stock, and the interest yearly to be distributed among the poor of the said parish by the churchwardens and overseers for the time being.

The proprietor or tenant of the estate so charged pays the said sum of 10*s.* annually to the churchwardens of Iron Acton, which sum is added by them to the before-mentioned annual sums of 5*l.* 10*s.* and 2*l.*, making together the sum of 7*l.* 10*s.*, which has been distributed among the general poor of the said parish, in very small sums, a mode of distribution of which they have acknowledged the disadvantage, and intend in future to correct.

JOHN MORTIMER'S CHARITY.

John Mortimer's Charity.

The charity of 20*l.*, mentioned in Gilbert's Returns under this name, has for many years ceased to be paid, and there do not appear to be any means of recovering it.

PARISH OF THORNBURY.

CHARITIES VESTED IN AND UNDER THE MANAGEMENT OF THE CORPORATION.

CHARITIES OF JOHN SLIMBRIDGE, JOHN WHITE, CATHERINE RIPPE, JOHN HILPE, JOHN JONES, CHRISTIANA MORSE, AND CICELY HARWARD.

Thornbury.

Charities vested in and under the management of the Corporation.

The above charities are thus recorded in a benefaction-table in the church of this parish, which appears to have been set up about the year 1815; viz.

"1580.—*John Slimbridge* gave lands and houses to the poor of the borough of Thornbury, amounting at that time to 11*l.* 19*s.* per annum, viz. a piece of ground called Dags, now (1815) let to Robert Young at 14 guineas per annum; a house let to William Trayhum, at 4 guineas per annum; a house and butcher's shop, let to Elizabeth Wiltshire, at 6 guineas per annum; a house let to William Nelmes, at 2*l.* 10*s.* per annum; four houses, let to Benjamin Paine, William Coventry, Susannah Facers, and William Gough, at 2*l.* per annum each; and an orchard, let to Richard Cassy, at 3 guineas per annum. (38*l.* 17*s.*)"

"1590.—*William White* gave an annuity of 17*s.* 4*d.* per annum to the poor of the borough of Thornbury, out of a house formerly called the Tavern, now Mr. George Rolph's dwelling-house."

"1594.—*Catherine Rippe* gave an annuity of 3*s.* 4*d.* per annum to the poor of the borough of Thornbury, out of a house called the Tan-house, now the parish workhouse, and also premises in the occupation of William Search, and others, called the Upper Workhouse."

"1620.—*John Hilpe* gave an annuity of 2*l.* 12*s.* per annum to the poor of the borough of Thornbury, out of the following premises; viz. out of a house called the Fraternity, formerly occupied by George Bainham, since by John Hughs, now belonging to Ann Cossham, 10*s.*; out of a house belonging to William Clark, 2*s.*; out of a house belonging to Grace Wade, 2*s.* 4*d.*; out of a house belonging to Richard Gwynn, 4*s.* 4*d.*; out of a house belonging to Thomas Grove, 4*s.* 4*d.*; out of a house belonging to Mr. Joseph Laver,

16s.; out of a house, formerly Hawksworths, since Ann Stones, 4s. 4d.; out of a house called the Green House, 4s. 4d. The two last have not been collected a long time, and appear to be lost."

1673.—*John Jones* gave an annuity of 5s. per annum to the poor of the borough of Thornbury, out of a messuage, now a stable, belonging to James Bevan.

Christiana Morse, and *Ciceley Harward*, gave 20l. each to the poor. The interest of 20l. to the poor of the borough of Thornbury, and the interest of 20l. towards apprenticing a poor boy of the tithing of Kington.

The two last gifts seem to have been expended about the year 1735 or 1736 in improving John Slimbridge's gift.

There is now no instrument in the possession of the parish whereby the particulars of the donation of John Slimbridge can be ascertained. The above benefaction-table appears to have been copied from an older table found in the church at the time the present table was set up.

The name of William White has been inserted by mistake for that of John White, who by his Will, dated 16th July 1590, gave unto Henry Haines, his heirs and assigns, his messuage and garden, with the appurtenances, in the borough of Thornbury, which he lately purchased of Lord Berkeley, to the intent that from and immediately after the death of the said Henry, the heirs or assigns of the said Henry Haines, or some or one of them, should, in consideration of his said gift, yearly, for ever, pay unto the mayor, or other chief officer, and to three other discreet burgesses or inhabitants of the said borough, the annual sum of 17s. 4d. at the four feasts therein mentioned, which said yearly payment he directed should be distributed either in money, or in corn, to the poor and impotent people of the said borough, by the discretion of the said mayor or chief officer, and three burgesses for the time being, with a power of distress for enforcing payment thereof.

Catherine Rippe, of Thornbury, widow, by her Will, dated 2d August, 36 Elizabeth, gave to Nicholas Baker, and his heirs, for ever, her Tan-house, in the Back-street in Thornbury aforesaid, with the back-side thereto adjoining, paying yearly out of the same to the mayor of Thornbury, or other head officer for the time being, 3s. 4d. towards the reparation of the almshouse, with a power of distress and entry.

And she further gave to Maurice Baker and John Seger, and their heirs, to the use of the poor people of Thornbury aforesaid, for the time being, for ever, the corner house and back-side thereunto belonging, for an almshouse, and to no other intent or purpose; and upon any vocation or avoidance, the supply to be made by the mayor of Thornbury for the time being, and the most part of his brethren, where the poor then dwelt, requesting that the mayor would not put out the poor that were then there during their lives; and that they would suffer a person therein named to dwell in the almshouse during her life, in consideration that she the testatrix had built the same.

By an Indenture, made 1st June 1605, between John Hilpe, of Thornbury, of the one part, and John Hilpe, of London, and others therein mentioned, of the other part; It is witnessed, that the said John Hilpe, of the first part, did thereby grant unto the said persons therein named, of the second part, their heirs and assigns, for ever, an annuity or yearly rent of 52s. to be issuing out of his lands in the borough of Thornbury, viz.; out of a house in the High-street of Thornbury, then in the tenure of John Dorny, 10s.; out of another house in the High-street aforesaid, in the occupation of Jane Bruton, 4s. 4d.; out of another house in the High-street aforesaid, in the occupation of William Smith, 4s. 4d.; out of another house in the High-street aforesaid, in the occupation of James Ellis, 4s. 4d.; out of another house in the same street, then in the tenure of John Jones, 4s. 4d.; out of another house within the borough aforesaid, being a corner house at the lower end of St. Mary-street, 4s. 4d.; out of another house in Chipping-street, in the said borough, 4s. 4d.; and out of his house in the High-street aforesaid, then in the occupation of John Richards, 16s., to hold the same yearly rents to the said parties of the second part, to the intent that the same should be paid at the times therein mentioned, at the church-porch of the parish-church of Thornbury, to the churchwardens of Thornbury aforesaid, to be distributed by them in weekly bread, among the poorest people resident in the town and borough of Thornbury, at the discretion of the mayor of the said borough.

Thornbury.

Charities vested in
and under the
management of the
Corporation,
continued.

Thornbury.

Charities vested in
and under the
management of the
Corporation,
continued.

There is no other document relating to the annuity of 5*s.* given by John Jones, except the above mention of it in the table.

It appears by a copy of the Will of Cicely Harward, in the chest of the corporation, dated 20th July 1668, that she gave the sum of 20*l.* to the mayor of Thornbury, and his successors, for ever, to put forth the same to the best advantage, and with the increase to apprentice out poor children, born at Keynton, (now called Kington,) a tithing of Thornbury.

And in an entry in the mayor's book of accounts, dated 14th December, 1741, it is stated that the 20*l.* given by Cicely Harward, and also the 20*l.* given by Christiana Morse, were laid out in repairing two houses in the back street of the said borough, which were given by John Slimbridge as above-mentioned; that the said two houses were considered as charged with the said sum of 40*l.*, and that the interest thereof was applicable to such purposes as the said Christiana Morse, and Cicely Harward respectively, had given the same.

The piece of ground called Dags, mentioned in the benefaction-table as given by John Slimbridge, is now in the possession of the corporation of Thornbury, and consists of about 3 $\frac{1}{2}$ acres in quantity, situate at the entrance of the town from Bristol.

	£.	s.	d.
It is garden-ground, let for 25 <i>l.</i> per annum - - - - -	25	-	-
In the year 1824 the house mentioned in the above benefaction-table as being then let to William Trayhurn at four guineas per annum, being in a ruinous state, was taken down, and a new house built upon the site thereof, which cost 197 <i>l.</i> 16 <i>s.</i> 11 <i>d.</i> as appears by an account thereof in the mayor's book of accounts; but it appears that 40 <i>l.</i> only of that sum had been paid, and the sum of 157 <i>l.</i> 16 <i>s.</i> 11 <i>d.</i> , remainder thereof, was due to the builder, and secured by the promissory-notes of the mayor and corporation, who had appropriated the rents of all the charity-estates vested in them towards the liquidation thereof.			
The house and butcher's shop also mentioned in the said benefaction-table are still in the possession of the corporation, and are now let at a rent of -	8	8	-
The house which is therein also stated as let to William Nelme remains in the occupation of his widow, at the rent of 2 <i>l.</i> 10 <i>s.</i> per annum - -	2	10	-
but this rent is about to be raised to 4 <i>l.</i>			
The four houses, which are stated to have been let at 2 <i>l.</i> per annum each, are now about to be let at 1 <i>l.</i> advance upon each, making in the whole -	8	-	-
The orchard therein also stated to have been let to Robert Cassy at three guineas is now let for - - - - -	4	-	-
William White's annuity of 17 <i>s.</i> 4 <i>d.</i> is still paid by the owner of the house on which it was originally charged, which is in the possession of Mr. William Rolph - - - - -	-	17	4
The house called the Tan-house, mentioned in the said benefaction table to be charged by Catharine Rippe, is now the parish workhouse, but the charge of 3 <i>s.</i> 4 <i>d.</i> upon it is paid out of the parish-rates - - -	-	3	4
The whole annuity of 52 <i>s.</i> therein mentioned to be given by John Hilpe, continues to be paid (except the sum of 8 <i>s.</i> 8 <i>d.</i>) - - - - -	2	3	4
Being the annuities charged by him on the two houses mentioned on the said benefaction-table, one as belonging to Ann Storrs, and the other called the Green-house, which have ceased to be paid for upwards of 40 years.			
The annuity of 5 <i>s.</i> therein also mentioned to be given by John Jones is still paid out of the premises charged with the same - - - - -	-	5	-
	£.	51	7 -

From this statement it appears that the total annual income of the charity-property in the hands of the corporation of Thornbury, for the benefit of the poor of the said town, is 51*l.* 7*s.*; the whole of which income for the last two years has been absorbed in the liquidation of the debt so owing to the builder as hereinbefore mentioned.

Before the said building took place, all the sums arising from the said charities as aforesaid, were consolidated into one fund, and applied annually at Christmas in the clothing of poor old people, inhabitants of the said town and borough, who were selected by the mayor, amounting upon an average to between 30 and 40. There are regular accounts kept in the account-books of the corporation of this expenditure.

SIR JOHN STAFFORD'S HOSPITAL.

By an Indenture of Feoffment, dated 1st March, 17 James I., made between Sir *John Stafford*, of Morle-Wood Park, in the county of Gloucester, knight, of the one part, and John Sprint, of Thornbury, and others therein mentioned, of the other part, the said Sir John Stafford conveyed unto the said John Sprint and others all that tenement or hospital-house called or known by the name of Sir John Stafford's Hospital, and the garden adjoining the same in Thornbury aforesaid, then in the occupation of certain poor people therein placed by the said Sir John Stafford, which said hospital had been lately erected by the said Sir John Stafford, to hold the same to the use of the said John Sprint and others, of the second part, upon the trusts therein and hereinafter mentioned, viz. That there should be placed from thenceforth, for ever, in the several rooms of the said tenement or hospital-house, six poor aged widowers, widows, or other single persons of Thornbury aforesaid, not having any child or children, or other charge, to live or be with them in the said house, but only the said six poor aged widowers, widows, or other single persons; and that every of the said poor persons should have part of the said garden, such poor aged persons to be nominated by the feoffees of the said premises, or the greater part of them, with the approbation of such person or persons of the name or blood of the Staffords, who should be owners of Morle-Wood Park, and of the age of 21 years; and it was thereby provided, that upon every grievous or notorious misbehaviour the feoffees, or the greater part of them, should have power to displace any persons so misbehaving, at their discretion, and appoint others in their stead; and that when any two or more of the said feoffees should die, the survivors or survivor, or his heirs, should make a new feoffment to five others, or two others at the least, as should be most fit for that purpose.

Thornbury.
 Sir John Stafford's
 Hospital.

And the said Sir John Stafford did in and by the said indenture also give and grant unto the said John Sprint and others, and their heirs, an annuity of 10*l.* to be issuing out of a messuage or tenement situate in the parish of Thornbury aforesaid, over against the mill called the Hackets Mill, to be paid at the times therein mentioned, upon trust, that the quarter's rent charged being 50*s.* yearly, which was to be paid at the feast of St. Andrew yearly, should be bestowed by the said feoffees, or the greater part of them, as they should think best, either in frieze, or some other cloth, for clothing the said six poor people at Christmas; and that the residue of the said rentcharge, being 7*l.* 10*s.*, should be bestowed by them on the repairs of the said house, and that what should remain after such repairs should be equally distributed among the said six poor people, for their maintenance, in meat, drink, and other necessities, as far as the same would extend.

There have been regular renewals of feoffees, and transfers of the property; the last indenture being dated 25th December 1824, whereby the trust-premises were conveyed to Henry Marsh the elder, Henry Marsh the younger, Thomas Fewster, George Fewster, Edmund Lloyd, William Cullimore, John Cullimore, Nicholas Cornock, William Cornock, Thomas Osborn Wetmore, Hector Maclane, Sir William Henry Robinson, and the Rev. Maurice Fitzgerald Townsend, vicar of Thornbury, and their heirs, as new feoffees, all of whom are now (September 1826) living.

The original building is still standing in the Back-street in the town of Thornbury; it is an ancient stone edifice, with six rooms on the ground-floor, and six above, inhabited by six poor aged single women, without encumbrance, each person having an apartment below, and one immediately above it, who receive the annuities provided for them, after deducting the expense of the necessary repairs.

The six poor people in this hospital also receive the benefit of Mr. William Edwards's bequest of the rents of his house, as after mentioned, in coals.

Some years ago a part of the old garden belonging to the Hospital was taken into the garden of the Swan Inn in Thornbury, but the late Lord Howard, to whom the inn belonged, gave the said hospital, in exchange, a garden on the opposite side of the way, which is more than double the size of the ground so taken away.

Thornbury.

Sir John Stafford's
Hospital.
continued.

There were formerly two old tenements in a ruinous uninhabitable condition, standing in the corner of the street, near the school-house, which appear to have been then used as an almshouse, having four rooms below and four above, distinguished by the name of the Lower Almshouse, and so called in an old loose paper in the mayor's chest, which appears to be a copy of the orders of certain Commissioners for inquiring into the abuses of Charitable Gifts in the borough of Thornbury, and directing the said houses to be continued, and employed as an habitation for four poor people.

Above forty years ago Mr. Kingsmill Grove, who was then the owner of a field at the back of these old houses, which were then in danger of falling, took them down, and built two cottages by way of substitution for the same, on the site of an old barn, which was part of the premises belonging to Atwells's Charity, hereinafter mentioned, and situate in the back street adjoining the workhouse.

These cottages were for some time considered and used as belonging to Stafford's Almshouses; but a few years ago the workhouse of Thornbury having been let to farm, Mr. Isaac Roberts, an inhabitant of the parish, to whom the management of the poor had been committed by the vestry, converted the said two cottages into offices for the said workhouse, which alteration appears to have been unwarranted, and in prejudice of Stafford's Charity.

It is now intended to take into consideration, at a vestry-meeting, the expediency of restoring these two cottages to the feoffees of Stafford's Hospital, for the use of that charity.

THE FREE SCHOOL.

The Free School.

Robert Stone, of Morton, in the county of Gloucester, by a Deed Poll, dated 15th October 1606, granted unto John Jones the younger, William Stone, and others therein mentioned, a tenement, with a garden and appurtenances, containing in the whole one burgage and an half, which had been formerly given by John Jones the elder, of Thornbury, to the said Robert Stone and others, and were situate in the borough of Thornbury aforesaid.

William White, by Deed of Gift, dated 15th July 1642, gave to John Stafford the elder, William Stafford, and others, a messuage or tenement, wherein he the said William White then dwelt, and the orchard and garden belonging thereto, containing one half-burgage, situate in the High-street in the borough of Thornbury aforesaid, between the capital messuage or inn called the Swan, on the north side, and the lands then of Anne Broadstone on the south side; and also a close of pasture or meadow in the titling of Kington, near to the town of Thornbury, and by the side of the highway from Thornbury to Bristol, upon trust, that they should yearly allow the profits thereof to a schoolmaster, to teach a school in the said borough of Thornbury, who should be chosen by the said feoffees, and the vicar of Thornbury; and he directed that they should choose an able scholar, fit for the same, an unmarried man, who had taken some degree in one of the universities of England; and that if the said schoolmaster should marry, cease, or depart from thence to dwell out of the said borough, or should not so demean himself as to be thought fit by the said feoffees, and the said vicar, for teaching of school within the said borough, that then the said feoffees should make a new choice and election in the same manner.

By a Deed of Feoffment, dated 16th January 1647, the said William Stone, who appears to have been the surviving feoffee, conveyed unto William Stafford, esquire, George Raymond, John Baker, and Edward Thurston, therein described, and their heirs, the said tenement, garden and premises before mentioned, then in the tenure of Christopher Cann, schoolmaster.

William Edwards, of the said town, who had in his life-time began to erect a new house or building upon the said premises so originally derived from the said John Jones the elder, at his own expense, in order that the same might be converted into a school-house, and annexed to the tenement, garden and premises aforesaid, by his Will, dated 10th June 1648, gave a messuage, and two acres of land lying in Kington, in the county of Gloucester; another messuage, with the appurtenances, situate in the town of Thornbury, and a moiety of a messuage and garden in Falfield, unto the said William Stafford and others, the feoffees named in the deed of William White before mentioned, to such uses as in the said deed were mentioned; and he, the said William Edwards also gave another messuage and garden, which he had purchased of James Davis, lying

lying in Thornbury, unto the the said feoffees and their heirs for ever, upon trust, that they should yearly, about the feast of Christmas, bestow the yearly profits thereof in coals upon the poor people inhabiting the almshouse in the borough of Thornbury; and the said William Edwards also thereby gave another messuage and garden which he had purchased of Rice Powell, and the fourth part of two messuages and lands which he had purchased of one Joan Canter, in the parish of Thornbury aforesaid, unto the said feoffees and their heirs, upon trust, that they should out of the profits thereof cause a sermon to be preached in the church of Thornbury yearly, on Whit Monday, by the schoolmaster of the school at Thornbury, if he could preach, if not, by some neighbouring minister, such as the mayor of Thornbury for the time being should appoint; and he also gave towards a library to the said school, to be used for and by the schoolmaster, he giving security to the said feoffees for the re-delivery of them, to the use of his successor, certain books therein particularly mentioned; and he directed his executrix to finish the said school-house, if it should not be done before his death.

The said William Stafford, George Raymond, and John Baker, survived their co-trustees named in the deed of the 16th January 1647; and by an Indenture, bearing date 20th October 1655, conveyed to John Stafford, William Maxey, then vicar of Thornbury, and others, the said tenement, new-erected house, garden and orchard before mentioned, with the appurtenances, upon trust, that they should for ever employ, convert and continue the said new-erected house as a school, and the residue of the said premises for and towards the maintenance of a schoolmaster, to teach school therein, as the said William Stafford, George Raymond the elder, and George Baker the elder, or any two of them, should nominate and approve of; and that such schoolmaster should freely, and without payment, teach and instruct in learning three poor children of the said parish, such as the said trustees or the survivors or survivor of them, and the vicar of the said parish for the time being, should nominate and approve of, they being the children of such parents as were not able to pay for their schooling; and that the said school should be called by the name of the Free School of Thornbury; and that the same school, and schoolmaster thereof, and his successors, should be governed by such orders, rules and decrees, as should be by them the said feoffees and vicar set down and thought most convenient, with a power for the said feoffees, in case the schoolmaster should die or depart from the borough, or misdeemean himself, or be thought unfit by them, and the vicar of Thornbury, or the greater number of them, to teach school there, to make a new election of a proper person as schoolmaster in his place.

New feoffees have been from time to time chosen, and the trust-premises regularly transferred to them, the last conveyance being dated the 27th March 1816, under which there are now 10 surviving trustees.

A book of the transactions of the said trustees has been regularly kept; and it appears by an entry therein, dated October 11th, 1797, that the dwelling-part of the said free-school being at that time in a ruinous state, and requiring to be taken down and rebuilt, Mr. Kingsmill Grove, of Thornbury, had voluntarily offered to advance a sufficient sum of money for the purpose of taking down and rebuilding the same, and to receive the same back without interest, out of the rents of the said charity-estates; and that the feoffees had agreed that the said Kingsmill Grove should take down the said dwelling-part of the said school-house, and rebuild the same according to such plan, and for such sum of money as he in his discretion should think fit, so as such sum should not exceed 250*l.*; and that the said Kingsmill Grove should be put into the receipt of the rents of the said charity-estates, and continue in such receipt until he should receive money sufficient to answer the several purposes therein and hereinafter mentioned, viz.: in the first place, for keeping the several messuages, buildings, and premises belonging to the charity in tenantable repair, and in paying a balance of 19*s.* 8½*d.* then due to John Crowther, the treasurer, and 35*l.* 13*s.* arrears of salary due to William Llewellyn, the then schoolmaster; and in the next place, for repaying himself, without interest, all such monies as he should expend in taking down and rebuilding such dwelling-house, so as the same did not exceed the sum of 250*l.*; and that the said Kingsmill Grove should yearly render an account of the rents and profits of the several charity-estates, and of his payments on account thereof; and it was thereby also agreed, that as soon as the said dwelling-house should be rebuilt, and be made

Thornbury.

The Free School,
continued.

Thornbury.
The Free School,
continued.

habitable, the said William Llewellyn should be at liberty to occupy such messuage and the garden thereto belonging rent-free; and if the said William Llewellyn should not choose to reside in such messuage, that then the same should be let from year to year, and the rents received by the said Kingsmill Grove, by way of reducing the monies so to be advanced by him; and it was also agreed, that the salary of 15*l.* then paid the said William Llewellyn, as master of the said free-school, should cease, and that he should not receive any emolument from the said charity-estates (except the occupation of the said messuage when erected) until the said Kingsmill Grove should be fully paid the money to be advanced by him as aforesaid; and that after such time the said William Llewellyn, as master of the said free-school, should receive the net yearly income arising from the said charity-estates.

In pursuance of this agreement, Mr. Kingsmill Grove pulled down the dwelling-house belonging to the said school, and rebuilt the same.

The building, as it now stands, (September 1826,) is a stone-structure, consisting of a dwelling-house of one story, with several apartments for the master, and a large school-room adjoining, with two chambers above it.

The property belonging to the charity is let to several tenants from year to year, producing an annual income of 57*l.* 3*s.* 6*d.*, the rental of which is as follows:

	£.	s.	d.
Benjamin Baylis, house	2	12	6
Thomas Trayhurn, house	3	—	—
Mrs. Barnett, house and stable	6	10	—
Joel Wathen, house and garden	10	—	—
Job Hodges, lands	13	—	—
Mr. S. Collings, nouse and garden	12	—	—
Mr. Salmon, stable	4	—	—
Sarah Trotman, house and garden	5	—	—
Thomas Walker, stable	1	1	—
	£.	57	3 6

Forty guineas per annum is thereout paid to the schoolmaster, who is a clergyman, and lives in the dwelling-house belonging to the school. The residue of the income, after payment of necessary repairs, remains in the treasurer's hands, the present balance being 52*l.* 4*s.* 1½*d.*

The school has never been considered as exclusively a grammar-school; the master being expected, together with the classics, to teach the common branches of education.

The general understanding of the feoffees has been, that 12 boys were the proper number to be taught gratis, but as this number does not sufficiently meet the wants of the town, it is intended to take into consideration the propriety of increasing the same.

A sermon is regularly preached by the master of the school on Whit Monday, yearly, according to the directions of William Edwards's will.

ATWELLS'S FREE-SCHOOL.

Atwells's Free
School.

John Atwells, late of Thornbury, by his Will, dated 16th May 1729, gave to his executors William Raymond and William Pave, the sum of 500*l.* in trust, to lay out the same in the purchase of lands and hereditaments, to be conveyed unto 12 honest and sufficient men of the said parish of Thornbury, and their heirs, as feoffees, for the intents and purposes therein appointed, with a direction, that as soon as eight of the said feoffees should die, that the survivors should convey the premises to 12 other of the said parish of the like description, and so from time to time for ever, upon trust, to apply the rents and profits of such premises in purchasing some freehold tenement in Thornbury aforesaid, fit for a dwelling and school-house, or in building or repairing some tenement for setting up a free-school for ever, and to place therein a good master and mistress, to instruct the children of the inhabitants and parishioners of Thornbury, gratis, in reading, writing, knitting and sewing, and all other things necessary for such children to be instructed in, in such manner as the said feoffees should think fit; such masters and mistresses to be elected, displaced, and governed in all things by the said feoffees, or the major part of them, who were to be paid out of the net rents and profits of the said premises; and to confine their teaching to the said school, which was not to be connected with any other school; and the said

testator

testator also gave to his executors 200*l.* more, in trust, to purchase some freehold hereditaments, or place the same out at interest, and pay and apply the proceeds of the same in binding apprentice a poor boy or boys of the said town of Thornbury to such trade as they should think fit, the boys taught at the said school to be preferred ; and the said testator also gave to his said executors the further sum of 100*l.* to lay out the same on lands, or at interest as aforesaid, and apply the proceeds thereof in buying one good fat bullock or heifer, which should from time to time, yearly, be given amongst the poor people of the said town on the 29th March.

By an Indenture, dated 7th July 1789, made between Richard Russell, and Elizabeth his wife, and William Cornock, which said Elizabeth Russell and William Cornock were therein described as the heirs at law of Thomas Link, late of Oldbury, in the parish of Thornbury, deceased, of the first part ; Sarah Weston, sister and heir at law of John Weston, therein described, of the second part ; and the Rev. William Holwell, clerk, and others, all of the parish of Thornbury aforesaid, trustees, appointed pursuant to a decree and order of the Court of Chancery, of the third part, reciting the said will, and divers of proceedings had in the same court ; It is witnessed, that in obedience to the orders of court therein mentioned, the said parties of the first part did thereby convey unto the said William Holwell and others, trustees as aforesaid, a messuage or tenement, situate at Itchington, within the parish of Tytherington, in the county of Gloucester, with the barn, out-houses, and garden therein described, together with 24 acres of land to the said messuage belonging, and certain other closes and hereditaments at Itchington aforesaid, particularly mentioned and described in the said indenture, and also a messuage, tenement, or dwelling-house, together with a barn, stable, orchard, and garden thereunto adjoining and belonging, containing by estimation two acres ; and certain other closes, lands, and hereditaments therein also particularly mentioned, situate in the parish of Llanvihangill, Tormonell, or in the parishes of Llansoy, and Woolves Newton, or one of them, in the county of Monmouth, together with all hereditaments and appurtenances to the same belonging, to hold the same to the said trustees, their heirs and assigns, for ever, upon the trusts of the said will of the said John Atwells ; and it is further by the said indenture witnessed, that in obedience to another order of the said Court therein mentioned, the said Sarah Weston did thereby convey unto the said parties of the third part, trustees as aforesaid, a close of meadow or pasture called the Great Linch, containing by estimation seven acres, lying at Itchington aforesaid, therein particularly described, to hold to the said trustees upon the charitable trusts of the will of the said John Atwells.

The estate at Itchington now consists of 34 acres and a quarter of land, which differs but little from the quantity contained in the deed.

The lands in Monmouthshire contain about 20 acres, according to a plan thereof made between 30 and 40 years ago, and entered in a book, called Atwells's Charity Book.

The lands at Itchington have been for many years past let as one farm, to a tenant from year to year, at a rent of - - - - - *£.* 50 - -

Which is considered as a fair rent, as some of the land is of indifferent quality

The lands in Monmouthshire are also let to one tenant from year to year, at a rent of - - - - - 20 - -

<i>£.</i>	70 - -
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These lands are considered of worse quality than those which are situated at Itchington.

The school, which is called Atwells's School, is now carried on in a house, situate in a street called Back-street, in Thornbury, to which there is a garden annexed for the use of the schoolmaster.

The schoolmaster lives in the house, which, together with the garden, was bought by the trustees, out of the proceeds of the charity-estates, in the year 1796, of a Mr. John Marsh, for 105*l.*

For several years after this purchase the boys were taught in a room in the said house ; but about 15 years ago Mr. Kingsmill Grove, then of the said town, erected

Thornbury.
Atwells's Free
School,
continued.

Thornbury.

Atwells's Free
School,
continued.

erected at his own expense a commodious school-room at the back of the above-mentioned house, and attached the same thereto.

The present annual income of the school-lands is 70*l.*, as before mentioned, out of which 42*l.* a year is paid to the schoolmaster. The remainder of the said income, after payment of the necessary repairs, which have been considerable, is applied to the carrying into effect the other charities of the testator, viz., in purchasing meat, which has been annually distributed to about 100 poor families; after which the residue, which has been very small, has been applied in apprenticing poor boys of the said town. A regular statement of the receipts and disbursements of the charity is kept in a book for the purpose, whereby it appears that the last balance in the hands of the trustees amounted to 15*l.*, or thereabouts.

A list of the persons receiving the meat is kept by the trustees.

Twenty-four boys and 12 girls are educated in the school, the girls being taught in a room in the house, and the boys in the school-room.

The boys are taught reading, writing, and common arithmetic, the catechism of the Church of England, and the elements of christian knowledge.

The girls are taught the same, and also to sew.

JANE RUSSELL'S CHARITY.

Jane Russell's
Charity.

Jane Russell, widow, by her Will, made in 1728, gave 120*l.* to be put out at interest, and such interest to be given annually to the poor of the parish of Thornbury not receiving parish relief.

It appears that this money was lent to the parish of Thornbury on a mortgage of their poor-house, bearing date the 2d April 1738, at an interest of 4*l.* 10*s.* per cent per annum, the parish undertaking to insure the workhouse from fire.

The accounts have been regularly kept, and the sum of 5*l.* 8*s.* appears to have been distributed every year among persons not receiving parish-relief. Since that time the parish have raised the interest to five per cent, so that the sum now distributed is 6*l.* per annum. A list of the persons receiving the bounty is regularly entered.

WILLIAM STEPHENS'S CHARITY.

William Stephens's
Charity.

William Stephens, by his Will, dated 29th November 1723, gave to Thomas Andrew, and his heirs, for ever, all his freehold estate lying at Oldbury in the parish of Thornbury, paying yearly for ever to the poor of the parish of Thornbury the sum of 20*l.*

The estate charged with the payment of the above annuity is a farm called Job's Farm, situate at Shipperdine, about four miles from Thornbury, the present proprietor of which is Mr. Thomas Cox Barrow. The said annuity has been regularly paid to three respectable inhabitants of Thornbury, who act as agents for the parish in that respect, being chosen at a meeting convened for that purpose every three years by the minister, churchwardens and overseers, agreeably to the directions of the will of the said testator, established by a decree of the Court of Chancery, dated September 24th 1726. One of the three acts as treasurer, and keeps the accounts of the charity, in which is entered a list of the persons relieved, being such as most want assistance, and are not upon the parish books.

WILLIAM EDWARDS'S CHARITY FOR COALS.

William Edwards's
Charity.

The Will of *William Edwards* is set forth in the Report of the free-school of Thornbury before mentioned, whereby it appears, that he gave a messuage and garden, which he had purchased of James Davis, lying in Thornbury, to certain trustees of other charity-lands therein mentioned, and their heirs, for ever, upon trust, that they should yearly, about the feast of Christmas, bestow the yearly profits thereof in coals, upon the poor people dwelling in the almshouse in the borough of Thornbury.

The house (which is in a dilapidated state) and the garden above mentioned, are now in the possession of the said trustees, and let by them to a tenant from year to year, at the yearly rent of 5*l.*, which, after paying for the repairs of the house, is laid out in coals for the poor people inhabiting Stafford's Almshouse in Thornbury.

KINGSMILL GROVE'S CHARITY.

By an Indenture, dated 24th October 1808, made between *Kingsmill Grove*, of Thornbury, gentleman, of the one part, and the Rev. Richard Slade, vicar of Thornbury, Joseph Parsloe, mayor of the said borough, and several other persons therein mentioned, all residing in or near Thornbury, of the other part; reciting that the said Kingsmill Grove had given the sum of 500*l.* to trustees, to be invested in the funds, at interest, such interest to be applicable towards the support of a clergyman of the Established Church, who should be appointed as lecturer, to read prayers and preach a sermon in the parish-church of Thornbury aforesaid; and that such sum had accordingly been paid into the hands of the said trustees, and by them invested in the purchase of 598*l.* 16*s.* four per cent annuities, since reduced to three and a half per cent; the dividends whereof had been paid annually by the said trustees, or the major part of them, to a lecturer appointed by them; It was by the said indenture provided, that if at any time thereafter the clergyman or lecturer so chosen as therein mentioned could not consistently with the laws of the realm be so appointed, or if appointed could not officiate and preach, or perform such duty in the said parish-church, or if such dividends could not legally be applied according to the trusts aforesaid, that then in either of such cases it should be lawful for the said trustees to apply and dispose of the said dividends for and towards such other pious and charitable use or uses in Thornbury aforesaid, whether for promoting the service of Almighty God, according to the rites of the Church of England, or towards the promoting or establishing any public charity-school, or other institution in Thornbury aforesaid, or in relieving or ameliorating the state or condition of any poor aged or infirm persons residing in the said town or borough of Thornbury, being legally settled parishioners there, not receiving parish-relief; and it was further provided, that on the reduction of the said trustees to three persons, such three persons, or the survivor of them, his executors or administrators, should from time to time, appoint such other persons to be added to their number, so as to make the number of the said trustees 10, of a serious turn and of good repute, living in or near Thornbury aforesaid, of whom the then vicar and mayor of Thornbury aforesaid should form a part.

The dividends of the above-mentioned stock have been regularly received by the trustees, and by them paid to the vicar of the parish, by whom, or by his curate, the lectures have been preached according to the directions of the donor.

Thornbury.

Kingsmill Grove's
Charity.

CITY OF LONDON.

CHARTERED COMPANIES.	Merchant Tailors Company— <i>continued.</i>	Merchant Tailors Company— <i>continued.</i>
Clothworkers Company : Supplementary Report : Dame Ann Packington's charity.	Walter Fish's charity. Richard Hilles's charity. John Conyer's charity.	Dr. John Andrew's exhi- bitions. Ralph Bolton's charity.
Haberdashers Company : Supplementary Report : Mr. and Mrs. Harrisen's charity.	The charities of Robert Hawes and others. Nicholas Spencer's charity. Peter Blundell's charity.	Henry Colborn's charity. William Tudor's charity. William Tudman's charity. Edward Renneck's charity.
Skinners Company : Supplementary Report of charities vested in and under the management of the Company of Skinners. Joan Bush's charity. Edward Lewis's exhibi- tion. Randal Manning's gift. Thomas Fletcher's gift. Mary Wilkinson's gift. Gifts for loaves.	Dame Mary Ramsay's charity. Richard Shepham's charity. John Hyde's charity. Robert Dowe's charity. Reynold Barker's charity. Frances Clarke's charity. Richard Osmotherlaw's charity. Randolph Woolley's cha- rity. Sir William Craven's charity. John Vernon's charity. John Wooller's charity. Robert Jenkinson's charity. William Parker's charity. John Harrison's charity. William Priestley's charity. Robert Parker's charity. John Juxon's charity. Dame Ducie's charity. Samuel Proctor's charity. Sir John Gore's charity. Thomas Coventry's charity. Helen Gulston's charity. Charities of Stint, Raw- thorne, Lane, and Lee. Robert Gray's charity. Sir John Hanbury's charity. James Chadwick's charity. Hugh Candish's charity. John Heyman's charity.	Fowlk Parry's charity. Walter Bigg's charity. Lady Jane Maynard's charity. Sir Abraham Reynardson's charity. Alderman Jeffery Elwes's charity. Andrew Dandy's charity. Henry Richards's charity. James Church's charity. Christopher Pitt's charity. Judith Alston's charity. John Williams's charity. Abigail Solly's charity. Charities of Thomas and Susannah Townsend. John Howden's charity. William Moore's charity. Sir William Turner's charity. Walter Hull's charity. Gerard Braybrooke's charity.
Merchant Tailors Company : Peter Mason's charity. John Creek's charity. Ralph Holland's charity. Thomas Sutton's charity. Sir John Percival's charity. Dame Thomasin Percival's charity. James Wilford's charity. John Tressawell's charity. Alderman Heydon's charity. Margaret Parsons's charity. Sir Thomas Rowe's charity. Thomas Thomlinson's charity. Robert Donkin's charity. Sir William Fitzwilliam's charity.		Thomas Roberts's charity. Merchant Tailors school. A statement of the origin and foundation, improve- ments, funds, and costs of the almshouses belong- ing to the Merchant Tailors Company.

CITY OF LONDON.

CHARTERED COMPANIES.

CLOTHWORKERS COMPANY.

SUPPLEMENTARY REPORT.

Clothworkers
Company.
—
Supplementary
Report.

IT is proper to notice, that in the account given in our 6th Report of the charities under the management of the Clothworkers Company, the following ought to have been mentioned in order to complete the list. It was inadvertently omitted in consequence of its having been examined into and reported previously to our general investigation of the companies charities.

DAME ANN PACKINGTON'S CHARITY.

Dame Ann Pack-
ington's Charity.

[See St. Botolph, Aldersgate, 2 Rep. p. 59.]

HABERDASHERS COMPANY.

SUPPLEMENTARY REPORT.

MR. AND MRS. HARRISON'S CHARITY.

A similar omission was made, in the List of Charities contained in the account of the general examination of the charities under the management of the Haberdashers Company given in the 10th Report, of the Charities of Mr. and Mrs. Harrison, which had been previously reported among the charities in the parish of Allhallows Staining, 6th Rep. p. 179.

Haberdashers
Company.

SKINNERS COMPANY.

Supplementary Report of Charities vested in and under the management of the Company of Skinners. [See 8th Report, p. 350.]

Skinners
Company.

JOAN BUSH'S CHARITY.

Joan Bush, widow of Henry Bush, late citizen and skinner, of London, by her Will, dated 30th March 1566, among sundry other dispositions left the following direction :

Supplementary
Report of
the Charities, &c.
*Joan Bush's
Charity.*

" I heartily desire my said executor and overseers, during their natural lives, and the longest liver of either of them, to see the master and wardens and Company of Skinners of London distribute and give to and amongst the poor people within certain places within the City of London and the suburbs of the same, four cart-loads of coals yearly, or the value of them in money, according to the tenor and true meaning of a certain obligation wherein they stand bound unto George Heton, chamberlain of London, for the delivery of the same coals, or the value thereof in money, yearly."

The clerk of the Company of Skinners has been unable to find among the documents and papers belonging to the same any copy of the obligation referred to in the will of Joan Bush.

That Company pay the annual amount of 16s. to the several parishes of St. Sepulchre, St. Giles, Cripplegate, and St. Margaret Moyes respectively, which sums have been regularly entered in the books of the company from the year 1759 ; and it is considered that these payments may be those to which Joan Bush meant to refer by the words of her will above extracted.

EDWARD LEWIS'S EXHIBITION.

Edward Lewis, by his Will, dated 3d March 1673 (of which there is an extract in page 157 of the Will Book of the Company) gave to the Company of Skinners, whereof he was a member, the sum of 100*l.* upon trust, that the master, wardens, and assistants of the said company should yearly, after his decease, pay, for the better maintenance of one godly and religious poor scholar in the University of Cambridge for the time being one annuity or exhibition of 5*l.*, to be paid half-yearly, viz. 50*s.* every half year, for the true payment whereof he desired that the said company should give a bond under their common seal to his executrix.

Edward Lewis's
Exhibition.

No mention occurs in any of the books of the company of any such sum having been actually received ; but it is presumed that the company did receive it, as it appears by their books, from the period during which they were kept by the father and immediate predecessor of the present clerk, viz. from 1759, that the annuity has been regularly paid, and no doubt is entertained that it has always been paid from the time it was to have had its commencement under the will. If there has been any suspension of the payment from deaths or otherwise, the arrears have been always satisfied and accounted for. There is a student now at Cambridge enjoying the benefit of this exhibition.

RANDAL MANNING'S GIFT.

Randal Manning, by his Will, dated 9th January 1611, (as appears by an extract of the same in the said Will Book, page 99), gave to the Skinners Company 120*l.*, to be lent out to three honest young men of the same company ; making suit for the same, by 40*l.* to each, for the term of four years, on their giving sureties to the satisfaction of the company for the repayment, and paying 20*s.* a year for such loan of 40*l.*, making in the whole 3*l.* per annum interest, which interest was to be distributed as follows, 40*s.* every year to be paid

Randal Manning's
Gift.

Skinners
Company.

Randal Manning's
Gift,
continued.

over to the master and wardens of the said company to the churchwardens of the parish of Saint Swithin, near London Stone, three or four days before Easter, to be by them distributed among the poor people inhabiting in the said parish, according to their discretion, and 10s., further parcel of the said 3*l.*, to be paid over yearly by the said wardens to the said churchwardens of Saint Swithin, which said 10s. he directed should be given to some godly and learned preacher to make a sermon in the parish-church of the said parish on the day of the testator's funeral, for ever: the residue of the said 3*l.* being 10s. per annum, he willed should be retained by the said company for remuneration to their officers, in the proportions therein mentioned.

The books do not express that this sum of 120*l.* was received by the company; but it may be presumed that it was, since the company do in fact pay the sum of 2*l.* 10s. annually to the churchwardens of St. Swithin's parish, for the poor, and for a sermon, as directed by the will; though no such loans as therein mentioned appear to have been made, the reason whereof may probably be that no person has applied for them upon the terms prescribed.

THOMAS FLETCHER'S GIFT.

Thomas Fletcher's
Gift.

Thomas Fletcher, by his Will, dated 5th October 1616, gave to the Company of Skinners 300*l.* to purchase lands with part thereof to the value of 13*l.* per annum, or thereabouts, and to limit and appoint the following sums to be issuing out of the same, viz. the sum of 4*l.* yearly, at Easter, to the school-master for the time being of the school at New Woodstock, in the county of Oxford, which school was founded by his cousin Mr. Richard Cornwall; 16s. to such sufficient preacher or preachers as should preach five several sermons every year in the said town, upon five several days, viz. 25th March, 24th June, 29th September, 1st November, and 25th December, to be paid after the end of every sermon; 4*l.* to be distributed amongst such of the poor alms-people of the said town as should be present and attentive at the said sermon, except absence from sickness, viz. 16s. at the end of every of the said sermons; and his will was that the said sums, amounting together to 12*l.* should be paid by even portions at two half-year days, unto the mayor of the said town of New Woodstock, or his deputy, for that purpose, by writing, authorized by the wardens of the said company in their Hall; the days of payment to be appointed by the said company. The remainder of the said 300*l.* which should not be disbursed about the purchase aforesaid, he freely gave unto the said company, appointing it to be lent unto two young freemen of the said company, for two years, at 5*l.* per cent; and he gave the increase of the said money, and the surplus profits, for a dinner on the 10th of May, once in two years as therein mentioned, to see his gifts bestowed; and as to so much of his will as concerned the town of New Woodstock, he made the mayor and burgesses of the said town, together with others, the supervisors of his will, requesting their care and diligence to see that his intent performed.

There is nothing in the books of the Company to show the receipt or application of the 300*l.*, but they pay annually 12*l.* into a banker's at Woodstock, upon the account of the mayor and burgesses of that town, for the purpose of being distributed according to the directions of the will. It does not appear that any loans have been made in pursuance of the same will.

MARY WILKINSON'S GIFT.

Mary Wilkinson's
Gift.

It appears by the same Book, page 86, that the master, wardens, and commonalty of the Skinners Company, for effectuating a gift by Mrs. *Mary Wilkinson*, of 100*l.* which was vested in them, upon trust, to pay an annuity of 5*l.* to the mayor, commonalty, and citizens of London, as the governors of Christ's Hospital, by an Indenture, dated 20th April, 42 Elizabeth, granted an annuity to the said mayor and commonalty of 5*l.* to be issuing out of all the messuages, houses, lands, tenements and hereditaments of the said Company, to hold the same annuity unto the said mayor, &c. and their successors, to the use of them and their successors for ever, towards the relief and maintenance of the children of the said Hospital.

This annual sum of 5*l.* so secured and charged has been regularly paid by the Company of Skinners to the treasurer of Christ's Hospital every year.

It appears in Stow's Survey, 2d volume, page 275, 6th edition, under the head of "A just accompte of the yearly valewe of all lands appertayning to the

the Company of Skynners," that a Mr. Uphawering, a Mr. Beadle, and a Mr. Maughan, left by their last wills some rents or annual payments to the Company, to perform according to the said book divers godly uses.

But upon inquiry it does not appear that the Company have any property derived under these wills, or any of them, for charitable uses.

Skinners
Company.
Mary Wilkinson's
Gift,
continued.

GIFTS FOR LOANS.

Gifts for Loans.

From extracts in the Will Book of the Company we find
That *Ann Gunter*, by her Will, dated 5th December 1584, gave to the Company of Skinners 100*l.* to be lent by them to five young freemen, upholders, with interest for five years :

That *Richard Saltenstall*, by his Will, dated 19th May, 44 Elizabeth, gave 100*l.* to be lent to four young merchants adventurers, free of the Skinners Company, by 25*l.* each, for two years, at 3*s.* 4*d.* interest per annum :

That *Roger Montague*, by his Will, dated 27th August 1618, gave to the Skinners Company 100*l.* to be lent to four young artisans, skinners, by 25*l.* each, for three years without interest :

That *Mary Weld*, by her Will, dated 12th February 1622, gave 200*l.* to the Skinners Company, to be lent to four young men free of the Company, two to be merchants, and two handicraftmen, by 50*l.* each, for three years, paying 16*s.* 8*d.* per annum interest for each 50*l.*; the said interest to be applied to the relief of poor householders :

That *Robert Tichbourne*, by his Will, dated 17th May 1641, gave to the Skinners Company 50*l.* to be lent upon security to five young men of the same Company, by 10*l.* a-piece, for three years, without interest :

That *Jacob Peacock*, by his Will, dated 31st August 1641, gave to the Skinners Company 200*l.* to be lent to four young men for three years, without interest :

And that *Nathan Wright*, by his Will, dated 5th February 1657, gave to the said company 100*l.* to be lent to four young freemen, at 25*l.* a-piece, for three years, without interest.

No mention is made in the existing books of the Company of the acceptance or receipt by them of any of these sums, nor of any loans made of them, or of any part of them, as by the respective wills was directed.

As we find them recorded in their Will Book the probability is that the monies have been received ; but some, and perhaps all of them, may probably have been lost by the failure of the borrowers and their sureties.

MERCHANT TAILORS COMPANY.

PETER MASON'S CHARITY.

Peter Mason, by Will, dated 6th December 1412, gave and devised to the master and wardens of Merchant Tailors Company certain tenements and shops in the Poultry, London, near the great conduit in Cheap, in the parish of Saint Mary Colechurch, to hold to them and their successors for ever, upon trust, to pay 7*l.* 13*s.* 4*d.* per annum to certain uses therein mentioned, legally considered superstitious, and the residue to be applied to the relief of the poor brethren of the company.

Merchant Tailors
Company.
Peter Mason's
Charity.

The said sum of 7*l.* 13*s.* 4*d.* per annum was purchased of the Crown by the company (4th Edward VI.) and the same purchase was afterwards confirmed (4th James I.) The residue of the rent is carried to the company's general fund for the relief of the poor, and applied accordingly.

Particulars of Property derived under the above Gift :

Premises.	Where situate.	Tenants Names.	Term.	Date of Lease.	Rent.
					£. s. d.
A house -	N ^o 4, Poultry -	S aml. Thodey -	21 years	Michaelmas 1806	50 - -
Do. -	N ^o 1, do. -	Chas. Storey -	61 years	Midsummer 1781	15 - -
Do. -	N ^o 5, do. -	Messrs. Hale & Co.	17 years	Christmas 1819	40 - -
					£. 105 - -

JOHN CREEK'S CHARITY.

Merchant Tailors
Company.

John Creek's
Charity.

John Creek, by Will, dated 22d November 1418, gave to the master and wardens of the Merchant Tailors Company a messuage or tenement in the parish of St. Dunstan's in the East, in Tower-street, London, to apply and bestow certain sums for certain superstitious uses directed to be performed in the church of St. Mary Abchurch; and further, yearly to provide 13 quarters of coals, to be distributed to the poor of St. Mary Abchurch.

The sums left for superstitious uses were purchased of the Crown by the company in the 4th year of Edward VI., which purchase was afterwards confirmed in the 4th year of James I.

The annual sum of 1*l.* 12*s.* 5*d.* is paid to the parish of St. Mary Abchurch, in lieu of coals, upon the receipt of the churchwardens, being a composition made many years ago.

RALPH HOLLAND'S CHARITY.

Ralph Holland's
Charity.

Ralph Holland, by Will, dated 2d May 1452, gave to the master and wardens of the Merchant Tailors Company certain lands, tenements and rents in the parish of St. Alban, in Wood-street; and the three shops, with the three sollars built thereon, and one parcel of garden-ground in St. Clement's-lane; also a certain tenement or inn called Bassett's Inn, in the parish of St. Mary, Aldermanbury, together with certain wood, stones, lead, goods, and appurtenances, and a certain inn or messuage in the parish of St. Andrew Undershaft, near Cornhill, called Purbriggs Inn, with the appurtenances.

And the said testator, by another Will, dated the 3d May 1452, gave and devised to the said master and wardens, their successors and assigns, two tenements situate in St. Dionis Backchurch, in the ward of Lambourne, and one tenement in the parish of St. Botolph without Aldgate, upon trust, to apply the rents of all the said premises in perpetually relieving the poor and needy persons of the said brotherhood, and for certain other uses of a superstitious character as therein mentioned.

The only part of the property devised to the company by the above will now in their possession consists of part of the George Inn, and some tenements annexed, in Aldermanbury, now on lease to Messrs. Rider and Cherry for 21 years, from Midsummer 1805, at the rent of 100*l.* but an agreement has been entered into between the company and the same tenants for a new lease, at the rent of 200*l.* It is supposed that the other parts of the property must either have been sold by the company, or seized by the Crown, as superstitious uses, and not re-purchased by the company.

The whole rental of the property now in their possession is carried to the poor account.

THOMAS SUTTON'S CHARITY.

Thomas Sutton's
Charity.

Thomas Sutton, by Will, dated 26th May 1432, granted to the master and wardens of the Merchant Tailors Company all his lands and tenements, with a wharf near Thames-street, in the parish of St. James, Garlick Hythe, and certain lands in St. Trinity-the-Less, London, upon the following trusts, viz. after bearing the reparations of the same, to distribute the issues and revenues thereof arising above the reparations, to the relief and sustentation of the poor brothers and sisters of the fraternity in their almshouses near the Hall, to pray devoutly for his soul and other souls, and also out of the said rents, issues, and profits to pay to every poor brother and sister in the said almshouses 2*d.* a week in increase of their alms.

The rent of this property, subject to a quit-rent of 1*l.* 6*s.*, is carried to the almshouse account, and applied annually by the company towards the comfort and support of their almswomen in the company's almshouses in Rosemary-lane.

Particulars of Property derived under the above Gift :

Premises.	Where situate.	Tenants Names.	Term.	Date of Lease.	Rent.		
					£.	s.	d.
A house -	1, Little Trinity Lane	Wm. Williams -	21 years	Michaelmas 1813	55	-	-
Do. -	5, do. -	George Vickers	21 years	- do. -	40	-	-
Do. -	6, Great Trinity Lane	Edwd. Hughes -	21 years	- do. -	60	-	-
Do. -	2, Little Trinity Lane	Do. -	21 years	Christmas 1824	35	-	-
Do. -	7, Great Trinity Lane	Martha Pugh -	21 years	Michaelmas 1824	36	-	-
Warehouses -	Thames-street -	{ British Copper } { Company - }	61 years	Lady-day 1818	152	2	-
					£.	378	2 -

Merchant Tailors
Company.

Thomas Sutton's
Charity,
continued.

SIR JOHN PERCIVAL'S CHARITY.

Sir *John Percival*, by Will, dated 21st February 1507, gave to the master and wardens of the Merchant Tailors Company 12 messuages or tenements, situate in Lombard-street and in Cornhill, London, with their appurtenances upon the following trusts; viz. out of the issues and profits thereof to keep the premises in repair, and bear the several charges following, viz. to pay 13*l.* 13*s.* 4*d.* annually, for certain superstitious uses therein mentioned, and to distribute, at a certain annual obit therein mentioned, alms to the poor householders of the parish of St. Mary Woolnoth, and other parishes in the said ward, coming thereto, penny meal, 4*d.* meal, and grot meal, and otherwise 10*s.*, and at the same obit to pay to the churchwardens of St. Mary Woolnoth 6*s.*, to be bestowed in repairing the bells and ornaments of the church. To bestow in coals, yearly, 30*s.* at Allhallows-tide, Christmas, and Shrovetide (10*s.* at each time); the coals to be distributed by the wardens of the company, with the advice of the churchwardens and beadle of the ward, to poor householders of the parish and ward, which several charges amount to 17*l.* 16*s.* 8*d.* The residue of the profits, above the repairs, to remain to the common box of the fraternity, to the maintenance of their common charges and need.

Sir John Percival's
Charity.

The company, in 1550, purchased from Edward the VI. the annual sum charged by this and Lady Percival's will next following, for superstitious uses, and forfeited to the Crown, amounting to 19*l.* 12*s.* 10*d.* which purchase was afterwards confirmed by 4th James I.; and in the year 1688 they sold this estate, reserving a rentcharge of 5*l.* per annum to themselves, to pay the subsisting charges.

The above-mentioned sums of 10*s.*, to be distributed to the poor householders of St. Mary Woolnoth; 6*s.* to the churchwardens of the said parish, for repairing and ornamenting the church, and 30*s.* to the same parish for coals, amounting to 2*l.* 6*s.* are paid, with other small sums under Lady Percival's will, to the same parish.

DAME THOMASIN PERCIVAL'S CHARITY.

Dame *Thomasin Percival*, by Will, dated the 12th February, 1508, gave to the master and wardens of the Merchant Tailors Company six messuages in the parish of St. Martin in the Vintry; and a messuage and garden in the parish of St. Dionis Backchurch, in Fenchurch-street, London, to the intent, out of the issues of the same, in the first place, to keep the said messuages in repair, and then to apply the said issues and profits in performance of the will of her husband Sir John Percival (with directions to pay thereout certain other sums to the superstitious uses therein mentioned). The testatrix then directed 4*s.* yearly to be paid to the churchwardens of the parish of St. Mary Woolnoth, to the intent that they might be the more diligent in distributing the coals according to the will of her husband, and to pay to the same churchwardens, every Sunday in the year, for ever, 5*d.*, to be by them distributed, the same Sunday, every year, to five poor householders of the said parish, and to pay the churchwardens for their pains about distributing the said 5*d.* weekly, 4*s.* yearly, for ever.

Dame Thomasin
Percival's Charity.

Merchant Tailors
Company.

Dame Thomasin
Percival's Charity,
continued.

The residue of the rents and revenues of the said messuages or tenements and garden, over the charges and reparations aforesaid, the testatrix willed for ever should remain to the common box of the said fraternity, for the maintenance and supportation of their common charges.

The sums specifically bequeathed, excepting those bequeathed to superstitious uses, which were purchased, amount to 1*l.* 9*s.* 8*d.*, and are yearly, with the sum of 2*l.* 6*s.*, making together 3*l.* 15*s.* 8*d.*, under Sir John Percival's will, paid to the parish of St. Mary Woolnoth, upon the receipt of the churchwardens.

JAMES WILFORD'S CHARITY.

James Wilford's
Charity.

James Wilford, by Will, made in the year 1514, gave to the master and wardens of the Merchant Tailors Company an annuity of 9*l.* 13*s.* 4*d.* which had been granted by the said company to the testator, issuing out of the Saracen's Head Inn, Friday-street, upon trust, to pay 7*l.*, parcel of the said 9*l.* 13*s.* 4*d.* towards the repairing of the common highway, between River Hill, in the county of Kent, and Northyam, in the county of Sussex, being noxious and in decay, (the same highway having been before made by the testator), upon notice thereof from the parishioners of Rye in Sussex, and Northyam and Newenden, as often as the same should happen; and also to pay to the poor of Little St. Bartholomew, in the month of December, 40*s.*, viz. 20*s.* in coals, and 20*s.* in money; to the parson, for a sermon in the Passion Week, 6*s.* 8*d.*, and to the master and wardens, 5*s.* 8*d.*, and clerk and beadle, 1*s.*

The sum of 7*l.* per annum has been paid alternately for a number of years, to the parson, churchwardens, &c. of the respective parishes of Rye, Northyam, and Newenden, upon a certificate, of the repairs having been done to the highway in question, certified by the resident magistrates, and specifying the amount.

The payment to the parson of St. Bartholomew's is duly made, and also the 6*s.* 8*d.* to the master and wardens, clerk and beadle.

The 40*s.* is paid in money upon the receipt of the churchwardens of St. Bartholomew the Less.

JOHN TRESSAWELL'S CHARITY.

John Tressawell's
Charity.

John Tressawell, by Will, dated 1st March 1518, gave to the master and wardens of the Merchant Tailors Company, a quit-rent of 6*s.* 8*d.* issuing out of the Saracen's Head, in Bread-street, in the parish of Allhallows, in the ward of Bread-street, the property of the said company, and an entry into the same, and also a cottage and garden thereunto belonging, with the appurtenances, in the parish of Allhallows, in the ward of Aldgate, whereon were then erected seven new tenements, and 26*s.* 8*d.* quit-rent, one moiety going out of the tenement called the Three Legs, in Basing-lane, and the other moiety out of the Unicorn upon the Hope, situate in the parish of St. Nicholas Acon, beside Fish-street, to hold to them and their successors, upon trust, to pay and distribute the rents thereof in most pure and perpetual alms for evermore.

The property supposed to be derived under the above gift is a house with its appurtenances in Bread-street, No. 61, held by Mr. John Flower, under a lease for 22 years, commencing from Michaelmas 1805, at the rent of 80*l.* per annum, which rent, together with 1*l.* quit-rent, is carried yearly to the company's general fund for the relief of the poor.

ALDERMAN HEYDON'S CHARITY.

Alderman Heydon's
Charity.

Mr. *Alderman Heydon*, by Will, dated 11th March 1519, gave to the master and wardens of the Merchant Tailors Company 100*l.* upon trust, to lend the same to two young men of the same company trading over the seas, by 50*l.* to each, for four years, they giving security for the re-payment thereof, and paying interest at the rate of 3*l.* 6*s.* 8*d.* per cent per annum, which interest was yearly for ever to be paid to the Mercers Company.

The company are unable to say what has become of the 100*l.*, but it is supposed to have been lent and lost; they pay however the interest, 3*l.* 6*s.* 8*d.*, as directed, to the Mercers Company.

MARGARET PARSONS'S CHARITY.

Margaret Parsons's
Charity.

Margaret Parsons, by Deed, dated 10th December, 5th Elizabeth, granted to the master and wardens of the Merchant Tailors Company an annuity of 4*l.*, issuing out of a messuage or tenement situate in the parish of St. Christopher,

topher, in Cornhill, upon trust, to pay 30s. to poor people inhabitants of the parishes of St. Michael and St. Christopher, in Cornhill, viz. to 40 of St. Michael's, and 20 of St. Christopher's, to every of them 6d. a-piece at Lady-day. To pay 12d. a piece to 13 poor merchant tailors at the same time; 30s. to 4 poor maidens marriages, servants, or children to some of the merchant tailors, to every of them 7s. 6d. the piece, and 5s. to the common clerk of the Company, to put the master and wardens in remembrance of the devise, and the residue to the beadle of the Company.

Merchant Tailors
Company.

Margaret Parsons's
Charity,
continued.

The premises charged stood on part of the ground now covered by the Bank of England, who purchased the annuity or rentcharge of 4l. between 20 and 30 years ago, and the annuity has ever since been paid out of the corporate funds of the Merchant Tailors Company.

The Company pay annually to the churchwardens of the respective parishes of St. Michael and St. Christopher the sum of 30s. between them, viz. to the former 20s., and to the latter 10s., upon the receipts of the respective churchwardens.

The legacy to the poor freeman of the Company is carried to the poor's general account.

The remaining sums, amounting to 1l. 17s. are paid as follows, viz. to a poor maiden, being a daughter of a freeman of the Company, upon her marriage, annually 30s., to the clerk 5s., and to the beadle 2s.

SIR THOMAS ROWE'S CHARITY.

Sir *Thomas Rowe*, by Will, dated 11th August 1565, devised to the master and wardens of the Merchant Tailors Company all and singular his messuages, lands, tenements and hereditaments in the city of London, to hold to them, their heirs and successors, so long as they should observe the directions of his said will, upon trust, to distribute 40l. yearly among 10 poor freemen of the Companies of Clothworkers, Carpenters, Tilers, Plasterers, and Armourers, who, from their age and impotency were unable to exercise their crafts or faculties, viz. to each 4l. yearly, to be paid quarterly, and he directed the residue of the said rents to go to the said master and wardens, to be employed according to their discretion.

Sir Thomas Rowe's
Charity.

This sum of 40l. per annum is paid as follows, viz.

- To 2 clothworkers,
- To 2 carpenters,
- To 2 tilers,
- To 2 plasterers, and
- To 2 armourers.

£.4 per annum each by quarterly payments.

By Deed, dated the 4th June 1569, the above-named Sir *Thomas Rowe* gave the Company 100l. upon trust, to lend the same to poor housekeepers of the Merchant Tailors Company, occupying or shearing with the broad shears, or sewing at the perch, of good name and fame, to every of them 12l. 10s. for two years, upon bond, with sureties by way of free loan.

This 100l. appears by some of the old books of the Company to have been for some time lent out as directed; but as no entry is found concerning it for a great many years past, it has probably been lost by the failure of the borrowers.

THOMAS THOMLINSON'S CHARITY.

Thomas Thomlinson, or *Towreson*, by Will, dated 6th April 1567, gave and devised to the master and wardens of the Merchant Tailors Company, after the death of his wife, a certain messuage or tenement, with the appurtenances, situate in the parish of St. Mildred in the ward of Broad-street, London, to hold to them and their successors for ever, upon trust, to keep the same in repair, and at their own charge, at the coldest time of the year to provide two cart-loads of coals, at the price of 16s. per load, and distribute the same amongst the most needy of the parish of St. Mildred. And out of the issues and profits of the same premises yearly, for ever, to pay to the master and governors of Christ's Hospital, towards the maintenance of the children there, 20s. so long as the said hospital should continue.

T. Thomlinson's
Charity.

The sum of 1l. 12s. is yearly paid to the parish of St. Mildred upon the receipt of the churchwardens, in lieu of coals, and the sum of 1l. yearly is paid to the Governors of Christ's Hospital.

ROBERT DONKIN'S CHARITY.

Merchant Tailors
Company.Robert Donkin's
Charity.

Robert Donkin, by Will, dated 1st December 1570, gave and devised to the master and wardens of the Merchant Tailors Company certain lands and tenements, with their appurtenances, in Bell Alley, in the parish of St. Botolph without Bishopsgate, to hold to them and their successors, to the intent, as to the rents and profits thereof, to provide and give to 12 poor men inhabiting within the city of London, of honest fame and most in need, 12 gowns of frieze, at 16*d.* per yard; 12 shirts of the value of 2*s.* each; 12 pair of shoes of the value of 12*d.* a pair. To every poor man 1 frieze gown, 1 shirt, and a pair of shoes, every gown to contain 7 yards; and also yearly, for ever, to 12 poor women of honest conversation, fame, and name, and most in need, 12 cassocks of like frieze and price; 12 smocks at 20*d.* the yard; 12 pair of shoes at 12*d.* each pair. To every one 1 cassock, 1 smock, and 1 pair of shoes; every cassock to contain 5½ yards, and the gowns and cassocks to be delivered ready made, with the shirts and shoes, on Christmas-day.

And the said testator did thereby entreat the chamberlain and town-clerk at the feast of All Saints to put the master and wardens in mind, and to attend to see the bequest performed, and to have for their pains 10*s.* each.

He directed the whole of the residue of the said rents to be gathered into the Company's stock to repair the said tenements, and if need be, rebuild the same at their discretions. And he declared, that should the master and wardens for the time being be negligent in their trust, then the said premises were to go to the parson and churchwardens of the parish of St. Michael upon the same trusts.

The several gifts and payments contained in the foregoing will at the prices there stated, would amount to 22*l.* 10*s.* per annum; but to carry into full effect the intentions of the testator, the Company expend in the trust upwards of 48*l.* per annum in the distribution of clothing among the objects of his bounty.

SIR WILLIAM FITZWILLIAM'S CHARITY.

Sir W. Fitzwilliam's
Charity.

By an Indenture, an extract of which appears in the books of the Company without date, made between the master and wardens of the Merchant Tailors Company, of the first part; Sir William Fitzwilliam, of the second part; and Thomas Coles, of the third part, the said master and wardens, in consideration of 1,200 marks (800*l.*) paid to them by the said Sir William Fitzwilliam, granted unto the said Thomas Coles, (by the direction of the said Sir William Fitzwilliam,) an irredeemable annuity of 20*l.* and charged the same upon their premises in Lombard-street and Cornhill, to the end that the said Thomas Coles should devise the same by his will in manner therein-mentioned.

Thomas Coles, by his Will, devised the said rentcharge of 20*l.* to the Monastery of Croyland, in the diocese and county of Lincoln, for the maintenance of a priest, to sing mass in the church of Marham, in the county of Northampton, such priest to be paid 7*l.* yearly for his salary, and wine and wax, and to expend at an Obit, yearly, 6*s.* 8*d.*; and the same testator bequeathed other sums for like superstitious uses, making up in the whole 20*l.* per annum.

The sum of 12*l.* 13*s.* 4*d.* is still paid to the parish of Marham, having probably been purchased by them of the Crown.

Queen Elizabeth, in the 20th year of her reign, granted the remainder of the said annuity, being 7*l.* 6*s.* 8*d.*, as also the moiety of the arrears, to one Walter Fish, (a member of the company,) to be by him settled to godly uses, who accordingly settled the same in the manner mentioned in the following case.

WALTER FISH'S CHARITY.

Walter Fish's
Charity.

Walter Fish, by his Will, dated 17th September, 22d Elizabeth, devised to the master and wardens of the Merchant Tailors Company a house and tenement in Cannon-street, London, purchased with 103*l.* 5*s.* being arrears of the annuity payable out of the company's land in Lombard-street and Cornhill of 7*l.* 6*s.* 8*d.* per annum, part of the annuity of 20*l.* mentioned in the preceding case, and also the same annuity of 7*l.* 6*s.* 8*d.*, to hold to the said company and their successors for ever, upon trust, that the company should employ the rent of the said premises between five poor studious scholars of St. John's

St. John's College, Oxford, which should be most like to bend their studies to divinity, to be yearly divided between them, towards the amendment of their victuals and batteling, and to bestow the 7*l.* 6*s.* 8*d.* per annum as follows; viz. 6*s.* 8*d.* yearly, between the clerk and beadle of the said company for ever, and the annual sum of 7*l.* to be distributed equally amongst the almsmen of the livery, in augmentation of their pensions.

The sum of 22*l.* the present rental of the premises, is yearly paid to five poor scholars in divinity of St. John's College, Oxford, to each 4*l.* 8*s.*; 6*s.* 8*d.* is paid to the clerk and beadle of the company yearly, and the sum of 7*l.* is carried to the company's general fund for the relief of the poor.

RICHARD HILLES'S CHARITY.

Richard Hilles, by Will, dated 28th June 1586, gave to the master and wardens of the Merchant Tailors Company all his houses and tenements, with their appurtenances, and all his gardens, and the things to them or any of them appertaining, situate in the parish of St. Botolph, in the ward of Portoken without Aldgate, in London, to hold the same to the said master and wardens, their successors and assigns for ever, subject to the payment of 5*l.* per annum to certain persons therein named, for life, and after their decease upon trust, to pay 5*l.* yearly, for ever, amongst six of the most impotent poor aged men, being of good name and fame, of the said fraternity of Merchant Tailors, using or having occupied shearing with the broad shears, or rowing at the perch, by equal portions, quarterly; and if so many could not be found, that the yearly revenues should be paid to the widows of any such poor impotent aged men having used the said occupation, and for want of such poor widows, then to be given to so many of the most impotent poor aged men of good name and fame, of the said fraternity, as before should have occupied making of garments, or any other lawful arts.

The company are in possession of 13 houses derived under the above will, out of the rent of which they pay 5*l.* yearly to the poor of their own fraternity.

JOHN CONYERS'S CHARITY.

According to an entry in one of the Court Books of the Company, dated 3d March 1591, they granted an annuity of 5*l.* to the churchwardens of St. Botolph, Aldersgate, out of their inn in Aldermanbury, in consideration of 100*l.* given by *John Conyers*.

There is an inn in Aldermanbury of the name of the George, in the possession of the company; and as they have no other property of that description in Aldermanbury, it is presumed to be the property charged.

The annuity is regularly paid by the company to the churchwardens of St. Botolph, Aldersgate, and distributed by them among the poor of their parish.

THE CHARITIES OF ROBERT HAWES AND OTHERS.

Robert Hawes, by Will, dated 17th January 1595, reciting that John Robinson, William Offley, Robert Dow, Richard Venables, and William Craven, together with himself, had agreed during their lives to pay to six poor widows then in the company's almshouses, yearly pensions of 3*l.* 9*s.* 4*d.* each; and being desirous of continuing the same after their deaths, had subscribed the sum of 336*l.*, with which they had purchased a great messuage, and four other houses in the parish of St. Benet Fink, which had been conveyed to him the testator; in performance of the trust in him reposed, gave and devised the same premises to the master and wardens of the Merchant Tailors Company, and their successors, to hold to them and their successors, upon trust, to apply, out of the rents thereof, to the support of six poor widows of London, of the age of 55 years, whereof five to be always widows of the society of Merchant Tailors, and the sixth, or other widow, to be chosen out of the parish of St. Botolph, Aldgate, yearly, for ever, the sum of 3*l.* 9*s.* 4*d.* each, by 16*d.* the week, to be paid weekly, monthly, or quarterly, as the said master and wardens should think fit; and he directed that the residue of the rents (if any) should remain in the common box of the fraternity, to support the common charge as well of repairing the said premises and almshouses, as otherwise, for the good of the company, in their discretion, the said testator not doubting that should the rents increase to a good balance the said master and wardens would regard

Merchant Tailors
Company.

Walter Fish's
Charity,
continued.

Richard Hilles's
Charity.

John Conyers's
Charity.

The Charities of
Robert Hawes and
others.

Merchant Tailors
Company.

The Charities of
Robert Hawes and
others,
continued.

Nicholas Spencer's
Charity.

the said poor widows with a larger pension, or otherwise relieve the necessity of other poor members of the society.

In consequence of the increase in the rents of the property derived under this will, the company have, in compliance with the request of the testator, increased the pensions to the six poor people from 3*l.* 9*s.* 4*d.* to 17*l.* per annum each.

NICHOLAS SPENCER'S CHARITY.

Nicholas Spencer, by Will, dated 3d July 1597, devised to the master and wardens of the Merchant Tailors Company a certain messuage or tenement, with the appurtenances, and also all that his shop, warehouse, and garret, situate in Little St. Thomas the Apostle, in London, to hold to them, their heirs, successors and assigns, for ever, upon the following conditions, viz. that the said master and wardens, and their successors, should, upon reasonable request to be made to them in writing, at Merchant Tailors Hall, upon Christmas-day yearly, pay the sum of 52*s.* unto the parson and churchwardens of Doddington, in the Isle of Ely, to the intent that the said parson and churchwardens, their successors and assigns, should on every Sunday for ever, bestow upon the poor folks of the parish of Doddington 12*d.* in bread, and should weekly, on every Sunday, give or cause to be given in the parish-church of St. Thomas the Apostle, to 12 poor folks of the said parish (whereof the sexton for the time being should be one) 12*d.* in bread, to be equally divided between them, and also to five of the poorest of the said poor folks, weekly, 5*d.* viz. to every of them 1*d.* at the time of the delivery of the said bread.

£2. 12*s.* per annum is paid to the parish of Doddington, and 3*l.* 13*s.* 8*d.* to the parish of St. Thomas the Apostle, upon the receipts of their respective churchwardens.

PETER BLUNDELL'S CHARITY.

Peter Blundell's
Charity.

Peter Blundell, by Will, dated 9th June 1599, gave to the master and wardens of the Merchant Tailors Company 150*l.* to purchase lands, houses, or other sure hereditaments or rents, out of which 2*l.* was directed to be paid yearly, for ever, to the poor prisoners in Newgate, in London, quarterly, and the residue to be by the master and wardens so employed and bestowed, as they should for ever have the benefit thereof for their pains, in paying the said 40*s.* yearly for ever.

By Indenture, dated 20th June, 43d Elizabeth, made between the said master and wardens of the one part, and the executors of the said Peter Blundell of the other part, after reciting the before-mentioned bequest, and the payment of the money to the company by the executors, and that the said company had therewith purchased a messuage or tenement in the parish of St. Benet Fink, the said master and wardens, for themselves and successors, did covenant with the said executors, to pay the 40*s.* per annum, as directed by the said will.

The company are in possession of a house and shop now occupied by John Cancellor, No. 24, in Threadneedle-street, in the parish of St. Benet Fink, which is presumed to be the messuage mentioned in the above indenture.

The sum of 40*s.* has always been, and is still, yearly paid to the poor prisoners in White Cross-street Prison, in the Middlesex division, or Newgate Ward, upon the receipt of the steward of such division, attested by the keeper.

DAME MARY RAMSAY'S CHARITY.

Dame M. Ramsay's
Charity.

Dame Mary Ramsay, by Will, dated 8th July 1601, gave to the master and wardens of the Merchant Tailors Company, 200*l.* to be delivered out to the brethren of their own company, upon good security, at five per cent. for four years, the profit to be distributed towards the relief of the poor of the company.

This sum of 200*l.* is not now lent out, and is supposed to have, been lost by the failure of the borrowers and their securities, but the 10*l.* interest is applied annually for the relief of the poor of the company.

RICHARD SHEPHAM'S CHARITY.

Richard Shepham's
Charity.

Richard Shepham, by Will, dated 20th July 1604, gave to the master and wardens of the Merchant Tailors Company 100*l.* upon trust, to be lent to four poor young men, artificers of the company, for four years, and so to others from four years to four years for ever, putting in sureties according to the custom of the company, and the persons to whom the money lent paying to the clerk 2*s.* 6*d.* for every bond, and the beadle 20*d.*

This

This 100*l.* may probably have been many years ago lost by the failure of the parties borrowing, and their sureties, as for a great many years no notice is taken of it in the company's books.

The same testator also, by a Codicil, dated the 28th July 1604, gave to the same company 50 *l.* more, the interest thereof to be laid out "in shirts and smocks, to the Merchant Tailors Hall for ever, yearly, according to a precedent of a gift for the like purpose made by a tailor of late."

The sum of 2*l.* 10*s.* is yearly carried to the almshouse account, and expended in the support of the almswomen in the company's almshouses in Rosemary-lane.

JOHN HYDE'S CHARITY.

John Hyde, by Will, dated 8th September 1604, gave to the master and wardens of the Merchant Tailors Company certain lands and tenements lying in the precinct called the Minories, in London, and in Fleet-street, London, to hold to them and their successors for ever, upon the trusts following, viz.

To pay an annuity to the parson and churchwardens of the parish of St. Andrew Undershaft	£.	s.	d.
To the vicar and churchwardens of the parish of St. Bride, Fleet-street	1	10	-
To the minister and churchwardens of the Trinity, in the Minories	-	16	-
All these sums to be laid out in coals for the poor.			
To the master and wardens of the Merchant Tailors Company, and their successors, for the almswomen	5	-	-
To the minister of the chapel of Hayfield, in Derbyshire, keeping a grammar-school within the chapel	1	0	-
To the clerk 20 <i>s.</i> and beadle 10 <i>s.</i>	1	10	-

The rest of the rents to be employed for the discharge of poor prisoners within the Compters and Ludgate, of London, for small causes under 5*l.*

£.1. 12*s.* is annually paid to the parish of St. Andrew Undershaft, being the amount of the bequest to that parish, land-tax deducted.

The sum of 30*s.* yearly is paid to the parish of St. Bride's.

The sum of 16*s.* yearly is paid to the parish of the Trinity in the Minories.

The sum of 5*l.* per annum is retained by the company, and carried to the almshouse account, and applied yearly in the support of the almswomen in the company's almshouse, in Rosemary-lane.

The sum of 10*l.* is annually paid to the Rev. Mr. Crowther, minister of Hayfield, upon his receipt.

The 1*l.* 10*s.* is paid to the clerk and beadle of the company, and the residue of the rents is applied to the discharge of poor debtors in the White-cross-street Prison, in the Giltspur-street, Poultry Compter, and Ludgate Wards.

Merchant Tailors Company.
Richard Shepham's Charity,
continued.

John Hyde's Charity.

Premises.	Where situate.	Tenants Names.	Term of Years.	Date of Lease.	Rent.
House	N ^o 27, Church-street, } Minories - - }	Peter Emans -	61	Midsummer 1789	£. s. d. 18 - -
Do.	N ^o 56, Church-street	William Edis -	61	do. - -	8 - -
Do.	N ^o 1, Church-street	Thos. Evans -	21	Midsummer 1821	12 - -
Do.	N ^o 4, Church-street	Jane Fox -	21	Michaelmas 1782	10 - -
Do.	N ^o 5, Church-street	John Davie -	21	Lady-day 1814	25 - -
Do.	N ^o 6, Church-street	Hart Jonas -	21	do. - -	25 - -
Do.	N ^o 7, Church-street	G. W. Newton -	21	do. - -	30 - -
Do.	N ^o 123, Fleet-street	Isaac Vaughan -	61	Michaelmas 1793	35 - -
					£. 163 - -

ROBERT DOWE'S CHARITY.

Robert Dowe, by Deed, dated 28th August 1605, and made between the master and wardens of the Merchant Tailors Company of the one part, and the said Robert Dowe of the other part; reciting, that the said Robert Dowe had at sundry times put into the hands of the said master and wardens divers sums of money, to be bestowed in the purchase of lands, tenements, and hereditaments, by the revenues whereof certain decayed brethren of the company were

Robert Dowe's Charity.

Merchant Tailors
Company.Robert Dowe's
Charity,
continued.

to be relieved with pensions, which sums amounted together to the sum of 2,158*l.* 10*s.* 8*d.*, and reciting, that the said Robert Dowe, with the advice of the court of assistants of the said company, had with part of the said money caused to be purchased certain lands, tenements and hereditaments, in the city of London, therein particularly mentioned, and which had been duly assured unto and to the use of the said master and wardens, their successors and assigns for ever, the purchase-money for which said premises amounted to the sum of 1,212*l.* 13*s.* 4*d.*, leaving a balance of 945*l.* 17*s.* 4*d.* to be employed upon some further purchase; and reciting that the said Robert Dowe had appointed the several yearly pensions thereafter mentioned to be paid for ever out of the revenue of the said lands, tenements, and hereditaments thereinbefore mentioned, and the revenue of such other lands, tenements, and hereditaments as should be purchased with the said 945*l.* 17*s.* 4*d.*, or else by and out of other the revenues belonging to the said company, which pensions and payments amounted in the whole to the yearly sum of 133*l.* 8*s.* 1*d.* as thereafter mentioned; It was by the said indenture agreed, and the said master and wardens did thereby covenant with the said Robert Dowe, his heirs, executors, and administrators, to pay and make good the several pensions and payments thereafter appointed and specified, which were in substance as follows:

	£.	s.	d.
To 13 poor aged and decayed brethren of the society, of good reputation. and brought up tailors, who were to be of the age of 60 years, and who had been housekeepers, the yearly pension of 6 <i>l.</i> 13 <i>s.</i> 4 <i>d.</i> a-piece, making the yearly sum of - - - - -	86	13	4
To retain 9 <i>l.</i> 7 <i>s.</i> 9 <i>d.</i> yearly, which in three years would make 28 <i>l.</i> 3 <i>s.</i> 3 <i>d.</i> , to be then expended for 13 gowns for the almsmen, at 2 <i>l.</i> 3 <i>s.</i> 4 <i>d.</i> a-piece	9	7	9
To six persons similarly qualified to succeed to the places of any of the before-mentioned 13 persons dying, from the time of their appointment as such reversioners, to the time of their actual succession, (which succession was to take place according to the order of their several appointments,) the yearly pension of 1 <i>l.</i> 6 <i>s.</i> 8 <i>d.</i> a piece, the said last-mentioned persons to be elected at the age of 60 years, unless blind or lame, and in such case to be eligible at the age of 50 years - - - - -	8	-	-
To retain 3 <i>l.</i> yearly, which in three years would amount to 9 <i>l.</i> , to be then expended for six cloaks for them - - - - -	3	-	-
To the clerk attending the pensioners every third year to church 6 <i>d.</i> -	-	-	2
To pay 2 <i>l.</i> 16 <i>s.</i> 4 <i>d.</i> to the wardens substitutes, to be distributed as follows: viz.			
To the common box, to discharge the almsmen and reversioners dinner when the feast is kept for the Bachelors Company - - - - -	1	-	-
To be spent at the recreation or shooting dinner of the warden substitutes, &c. - - - - -	-	13	4
To be spent on the burial of every almsman, calculated at 3 every year -	1	-	-
To the clerk 3 <i>s.</i> by 12 <i>d.</i> at every burial - - - - -	-	3	-
To the churchwardens of St. Botolph without Aldgate, yearly, to be distributed among their poor - - - - -	10	6	-
If the churchwardens are negligent in paying the same, &c. the company to retain the 10 <i>l.</i> 6 <i>s.</i> , but to distribute it as they should think fit, and the renter warden for his pains to have - - - - -	-	1	-
And if none of the renter wardens attend, the clerk to have 12 <i>d.</i> , and also 8 <i>d.</i> parcel of the 6 <i>s.</i> delivered to the churchwardens with the 10 <i>l.</i>			
To satisfy yearly 6 <i>l.</i> to Robert Dowe's almswomen in the company's almshouses, near East Smithfield, as therein mentioned - - - - -	6	-	-
To fuel for the almswomen - - - - -	2	-	-
Also 6 <i>s.</i> 8 <i>d.</i> yearly for lanthorn and candle-light for the said almswomen, viz. for cotton candles 4 <i>s.</i> ; 2 <i>s.</i> to a poor almswoman having the care of the lanthorn, and to light the candles, and for repairs - - - - -	-	6	8
To be expended yearly in Lent, or convenient time by the master and wardens (with other like money) for their comfort - - - - -	2	-	-
To pay yearly to the four officers of the company, viz. 20 <i>s.</i> to the clerk of the company, 10 <i>s.</i> to the beadle, 12 <i>s.</i> to the clerk of the Bachelors Company, and 8 <i>s.</i> to the beadle of that company - - - - -	2	10	-
To the chamberlain and town-clerk, to see the charity performed, 10 <i>s.</i> each every third year, and to the beadles 6 <i>d.</i> - - - - -	-	6	10
	£.	133	8 1

Robert Dowe, by another Deed, dated the 4th April 1610, and made between the said master and wardens of the one part, and the said Robert Dowe of the other

other part, reciting that the said Robert Dowe had at various times paid the further sum of 800*l.* to the said master and wardens ; It is witnessed, that in consideration thereof the said master and wardens, for themselves and their successors, did covenant to pay the pensions thereafter mentioned for ever (that is to say), to pay yearly, for ever, to increase Mr. Gregory Smith's almswomens pension from 16*d.* per week to 2*s.* 4*d.* per week - - - - - *£.* 2 12 -
Yearly, for ever, to Mr. Dowe's almswomen, more - - - - - 1 4 -
Yearly, for ever, to pay the churchwardens of St. Botolph without Aldgate 10*l.* 3*s.*, and the churchwardens thereout to pay 10*l.* to the poor in addition to his former gift of 10*l.*; and more, to the clerk of their church, 12*d.*, and to the curate, four churchwardens, and common clerk of the company, 4*d.* each - - - - - 10 3 -
To the wardens substitutes more, to increase the 56*s.* 4*d.* given by the first deed to 3*l.* 13*s.* 4*d.* for like purposes - - - - - - 17 -
To the common clerk for a grace on the death of any member, yearly - - - 5 -
To expend, at the probation of Merchant Tailors school, upon the masters and examiners for bread and beer - - - - - 8 - -
To expend yearly for the release of prisoners in both compters, Ludgate, Poultry, Giltspur-street ward, and Newgate, by 5*l.* to each house - 20 - -
And for seeing the charity distributed, to the two wardens, 5*s.* each; to the clerk for his pains, 5*s.*; and to the beadle, 2*s.* 4*d.*; and to the clerk, 3*s.* 4*d.* yearly, to resort to Christ Church three Sundays in the year in Divine Service, to hear in what manner the schoolmaster and singing children of Christ's Hospital perform their singing, and that all things be performed between the city and company; and 3*s.* 4*d.* to the beadle, to see that the churchwardens of St. Sepulchre perform the passing bell - - - 1 4 -
To two persons tending the lantern in the almshouse, 8*d.* a-piece more - - - - 1 4
To lay up 50*s.* in order every three years, to produce 7*l.* 10*s.*, which, with 7*l.* 10*s.* to be added by the company, was to be laid out in seven gowns every third year - - - - - 2 10 -
£. 45 13 8

Merchant Tailors
Company.
Robert Dowe's
Charity,
continued.

And which said sum of 45*l.* 13*s.* 8*d.* being added to the former yearly sum of 133*l.* 8*s.* 1*d.* directed to be paid by the first indenture, would amount in the whole to the sum of 179*l.* 1*s.* 9*d.*, which sum was to be paid by the said master and wardens so long as the sun and moon should endure.

The company fulfill all these payments in the following order :

	<i>£.</i>	<i>s.</i>	<i>d.</i>
By 13 aged brethren, 6 <i>l.</i> 13 <i>s.</i> 4 <i>d.</i> each, per annum - - - - -	86	13	4
Six reversioners, 2 <i>l.</i> 2 <i>s.</i> per annum - - - - -	12	12	-
Seventy-three yards of cloth, at 7 <i>s.</i> 6 <i>d.</i> per yard, for gowns and cloaks - - - - - <i>£.</i> 27 7 6			
Eighty-seven yards of baize for linings for ditto, at 1 <i>s.</i> 8 <i>d.</i> - 7 5 -			
Making 19 gowns and cloaks, at 6 <i>s.</i> each - - - - - 5 14 -			
Nineteen badges, at 4 <i>s.</i> each - - - - - 3 16 -			
	<i>£.</i> 44	2	6
Every third year - - - - -	14	14	2
Which is per annum - - - - - <i>£.</i>	113	19	6

	<i>£.</i>	<i>s.</i>	<i>d.</i>
Discharge of prisoners from the New Prison in the Ludgate, Newgate, Poultry, and Giltspur-street Wards; to each ward 5 <i>l.</i> , for which the company receive petitions, and appropriate the relief according to the deserts of the objects applying - - - - -	20	-	-
Almswomen on Tower-hill, sundry gifts as directed - - - - -	13	11	4
Churchwardens of St. Botolph, Aldgate, due St. Thomas's-eve - - - - -	20	9	-
The warden of the company paying the same - - - - -	-	1	-
The 8 <i>l.</i> to be expended upon the master and examiners at the probations in March and October is considered as included in the expenditure of the company in the entertainments given to the master and examiners on those days, and for which they credit themselves accordingly - - - - -	8	-	-
The company's clerk, for reading a memorable grace - - - - -	-	5	-
The renter wardens, clerk, and beadle, for seeing prisoners discharged, &c. - - - - -	1	7	-
The company's clerk, 1 <i>l.</i> 12; beadle, 10 <i>s.</i> ; under-beadle, 8 <i>s.</i> ; probation money - - - - -	2	10	-
<i>£.</i>	180	2	10

Merchant Tailors
Company.
Reynold Barker's
Charity.

REYNOLD BARKER'S CHARITY.
Reynold Barker, by Deed, dated 21st September 1608, granted to the master and wardens of the Merchant Tailors Company certain lands and houses at Stockbridge, near Bow, in the county of Essex, for the remainder of a term of 1,000 years from the 11th December 1580, upon the following trust, viz. to bestow all the rents and profits among the poor almswomen and almsmen in the said company's almshouses.
The rent of this estate, which has been let by the company upon a building lease from Lady-day 1775 for 61 years for 21*l.* per annum, is carried to the almshouse account, and applied to the support of the almswomen in Rosemary-lane.

Particulars of Property derived under the above Gift :

Premises.	Where situate.	Tenant's Name.	Term.	Date of Lense.	Rent.
					£. s. d.
About eleven small houses and a piece of ground behind the same, containing 1 acre 2 roods	Stockbridge, near Bow - - - }	Edward Landon } Mackmurdi - }	61 years	Lady-day 1775 -	21 - -

Frances Clarke's
Charity.

FRANCES CLARKE'S CHARITY.
In the Court Book of the company, under date of 8th January 1608, the following entry is found:—" At this assembly were sealed with the common seal of this company two several writings made between the corporation on the one part, and Frances Clarke, of London, widow, late wife of Roger Clarke, citizen and alderman of London, deceased, on the other part ; by one of which writings the company covenanted, in consideration of 200*l.* to satisfy and pay for ever the sum of 10*l.* to Mrs. Clarke during her life, and afterwards unto the churchwardens of the parish-church of Odiham, in the county of Southampton, at Midsummer and Christmas, or within 10 days after, by equal portions, to be employed towards the relief of the poor of the said town as the gift of the said Mrs. Clarke."
The above annual sum of 10*l.* appears by other entries to have been regularly paid, and the receipts have been regularly kept and filed.
[For the application of this charity, see 14th Report, under the head of the Odiham Charities.]
An annuity also of 10*l.* per annum was derived from the same benefactress, as appears by an Indenture, dated 6th January 1609, made between the master and wardens of the said company of the one part, and Frances Clarke, of London, widow, of the other part ; whereby reciting that the said Frances Clarke had, before the sealing and delivery of the said indenture, paid unto the said master and wardens the sum of 200*l.* to charitable uses, the said master and wardens did, in consideration thereof, covenant with the said Frances Clarke after her death to pay unto the treasurer or governors of St. Bartholomew's Hospital, London, the yearly sum of 10*l.* at the two feasts therein mentioned, for the relief and maintenance of the poor, lame and impotent people within the said hospital, the first payment to begin next after the death of the said Frances Clarke.
The annuity of 10*l.* has been regularly paid to the treasurer of St. Bartholomew's Hospital, as appears by his receipts in the possession of the company.

R. Osmotherlaw's
Charity.

RICHARD OSMOTHERLAW'S CHARITY.
Richard Osmotherlaw, by Will, dated the 7th May 1612, gave to the master and wardens of the Merchant Tailors, after the death of his wife, all the residue of his rents and profits whatsoever issuing out of his freehold lands and tenements in the parish of St. Botolph, Aldersgate, to hold to them, their successors and assigns, for ever, subject nevertheless to the payment of the following annuities, amongst others, at the feast of St. Philip and Jacob, viz. :
An annuity of 10*l.* by his said will, limited to his wife, her heirs and assigns, for ever, to such uses as she should direct.

To five poor people inhabiting within the parish of St. Botolph, Aldersgate, 20*d.* a week, for ever, equally amongst them, such poor people to be nominated by the vestry of the said parish, and distributed by the churchwardens of the same.

To a godly preacher, for a sermon to be made in remembrance of the testator the first Sunday in Lent, yearly, for ever, in the said parish-church, 6*s.* 8*d.*

To the churchwardens aforesaid for the time being for ever, 4*s.* equally between them, for their pains in distributing the money to the five poor people.

To the clerk and sexton for the time being of the said parish, 16*d.* a piece yearly, for ever.

To his cousin John Osmotherlaw, clothworker, and his heirs, for ever, an annuity of 5*l.*

To Robert Osmotherlaw, and his heirs, for ever, an annuity of 40*s.*

To the parson and churchwardens of the parish-church of Bromefield for the time being, for ever, 10*l.* per annum, upon condition that they should for ever find a sufficient and learned schoolmaster to educate 15 poor mens children, inhabiting within the towns of Langrigge and Bromefield, in the county of Cumberland, two of the scholars to be for ever nominated and appointed by the inhabitants of Langrigge Hall, seven scholars more to be taken out of Langrigge, and six scholars out of Bromefield; and the schoolmaster to teach the said scholars within the parish-church of Bromefield to be chosen by the mutual consent of the inhabitants of the said towns of Langrigge and Bromefield indifferently, and subject to such other stipulations as were therein mentioned.

The property derived under the above will consists of five houses, two in Aldersgate-street, and three in Little Britain.

Ann, the testator's wife, devised her annuity of 10*l.* in manner following, viz.: to Peter Bowle, 4*l.* per annum, and to Peter Mills, 6*l.* per annum. John Osmotherlaw, clothworker, purchased the latter annuity of 6*l.*; to the former there is no claimant.

The sums given as above to the poor, the preacher, the churchwarden, clerk and sexton of St. Botolph, would amount to 5*l.* per annum; and the company pay to the churchwardens of St. Botolph, Aldersgate, the sum of 4*l.* per annum only, to answer those bequests as far as the same will extend, according to their reduced proportions, 1*l.* being deducted from the said 5*l.* rentcharge for the land-tax.

John Osmotherlaw, the clothworker, who purchased the annuity of 6*l.* devised by the testator's wife to Peter Mills, also purchased the annuity of 2*l.* of Robert Osmotherlaw, and afterwards, by will, dated 1st June 1642, devised the whole 13*l.* (including his own annuity of 5*l.*) as follows, viz.: to the Clothworkers Company, 2*l.* 10*s.* per annum; to Christ's Hospital, 2*l.* 10*s.* per annum; to the parish of St. James, Garlick Hythe, 3*l.* per annum; and to one Andrews, 5*l.* per annum: the payments to the Clothworkers, Christ's Hospital, and St. James, Garlick Hythe, are still paid, amounting to 8*l.* yearly.

The sum of 10*l.* is yearly paid to the parish of Bromefield upon the receipt of the parson, churchwardens, and schoolmaster.

RANDOLPH WOOLLEY'S CHARITY.

Randolph Woolley, by Will, dated 23d June 1615, gave to the master and wardens of the Merchant Tailors Company, 240*l.* upon the following trust, to wit, to choose three poor men at the next full court of the company, of the age of 56 years at least, of good name and fame, and most to need; two to be free of the Company of Merchant Tailors, and the third of the Company of Clothworkers; and to pay to every of them 4*l.* a year, by 20*s.* a quarter, and so for ever.

And the said testator also gave them 100*l.* upon trust, to pay unto the master and usher of Wolverhampton free-school the yearly sum of 5*l.*, viz. 1*l.* 13*s.* 4*d.* to the master, and 3*l.* 6*s.* 8*d.* to the usher, yearly, for ever, for their better maintenance, besides the allowance paid them by the Company.

And 50*l.* more, upon trust, to pay Woodnette, the alms-woman of Mr. John Robinson, in the company's almshouse near Tower-hill, during her life, and such persons as should succeed her, from time to time, the sum of 2*l.* 12*s.* yearly, to be paid weekly.

Merchant Tailors
Company.

R. Osmotherlaw's
Charity,
continued.

R. Woolley's
Charity.

Merchant Tailors
Company.

R. Woolley's
Charjty,
continued.

And the said Randolph Woolley, gave to the company the further sum of 100*l.* to be lent in free loan to four poor young men free of the Merchant Tailors Company, using the handy occupation of tailors within the city of London or suburbs, to each 25*l.* for four years, and so from four years to four years, for ever.

The sum of 12*l.* yearly is paid as follows, viz.

To two poor freemen of the company, and to one poor freeman of the Clothworkers Company, to each 4*l.* per annum by quarterly payments.

The two sums of 1*l.* 13*s.* 4*d.* and 3*l.* 6*s.* 8*d.* are paid to the master and usher of Wolverhampton free-school, upon their respective receipts.

The sum of 2*l.* 12*s.* is yearly carried to the almshouse account, and applied towards the maintenance of the almswomen in the company's almshouses in Rosemary-lane.

There is no evidence in the company's books of the receipt of the 100*l.* to be lent to young men.

SIR WILLIAM CRAVEN'S CHARITY.

Sir W. Craven's
Charity.

By Indenture, dated 20th December 1615, made between Sir *William Craven*, knight, and alderman of London, and Dame Elizabeth his wife, of the one part, and the master and wardens of the Merchant Tailors Company of the other part; the said Sir William and his lady, for the considerations therein mentioned, did grant and confirm unto the said master and wardens and their successors all that messuage or tenement, and all shops and rooms thereunto belonging, with the appurtenances, sometimes called the Pope's Head, and then called the Bishop's Head, situate in the parishes of St. Mary Woolnoth, in Lombard-street, and St. Michael, Cornhill, to hold unto and to the use of the said master and wardens, and their successors for ever, to the intent, out of the rents and profits thereof, to pay to himself the said Sir William Craven, for life, 140*l.* per annum, and after his death such sums of money as he should limit by his will, not exceeding 140*l.* per annum.

And the said Sir William Craven, by his Will, dated 9th August 1616, after reciting the before-abstracted deed, did direct and appoint, first, that the said master and wardens should yearly, for ever, pay to 24 poor aged men, freemen of the city of London, who should obtain their freedom by servitude or patrimony, and not by redemption, and who should be or have been householders, and lived in good report, and borne scot and lot, the sum of 96*l.* parcel of the 140*l.*, viz.

To seven poor freemen of the company, who had been dressers of woollen cloth, past labour, 28*l.* yearly, to every of them 4*l.* a piece, and to other seven freemen of the company who had been tailors, decayed in their eyesight, 28*l.* yearly, viz. to every of them 4*l.* a piece, and to six other freemen of the said company of any other trade, in the city of London, old and decayed, 24*l.* yearly, viz. to every of them 4*l.* a piece; and to four others, freemen of the Clothworkers Company, who had been dressers of woollen cloth, and past labour, 16*l.* yearly, viz. to every of them, 4*l.* a-piece; all the above to be paid quarterly, at the hall; and in case any pensioner should die in the middle of a quarter, that quarter to be paid to his widow, executors or administrators; and if any pensioner should become disorderly, or of evil report, he was to be dismissed.

To the churchwardens of the parish of Burnsall, in the county of York, 20*l.* yearly, to be paid quarterly to the schoolmaster and his successors, for ever, of the grammar-school of the town of Burnsall, founded by the said testator.

And also 10*l.* more to the said churchwardens; 40*s.* to be applied to the repairs of the church, and 8*l.* for the repair of the said school-house, and the bridges in the said parish (built at the testator's charge), and amending the highways between Appletreewick and Burnsall, all then lately repaired at the like charge.

And yearly, for ever, to pay to the churchwardens of the parish of St. Antholin, in London, in the summer season, 4*l.* to be employed for the provision of fuel, for such poor in the same parish as should have most need.

To the churchwardens of the parish of St. Andrew Undershaft, London, and their successors, yearly, for ever, in the summer season, 4*l.* for the provision of fuel for their poor most needing it.

£.6 to be paid to the company yearly, for ever; 10*s.* a-piece to the master and wardens, 30*s.* to the clerk of the livery, 20*s.* to the beadle of the livery, 10*s.* to the clerk of the bachelors, and 10*s.* to the beadle of the bachelors.

These

These payments are made as follows, viz.

To six poor freemen of this company, past labour, who have been clothworkers, 4*l.* to each, yearly.

To six poor freemen of this company who have been tailors, and now decayed in their eye-sight, 4*l.* to each, yearly.

To six freemen of the company of several trades, old and decayed, 4*l.* to each, yearly.

To six others, freemen of the clothworkers company, who have been clothworkers and past labour, 4*l.* yearly to each.

The 20*l.* per annum is yearly paid to the churchwardens of the parish of Burnsall, in the county of York. The sum of 10*l.* is also paid to them, less by 2*l.* for land-tax.

The sum of 4*l.* is annually paid to St. Antholin's parish, and the sum of 4*l.* (less 16*s.* for land-tax) is paid to the parish of St. Andrew Undershaft.

The annual sum of 6*l.* is paid to the master and wardens, clerk, and beadle of the company, all which payments amount in the whole to the annual sum of 140*l.*

Merchant Tailors
Company.

Sir W. Craven's
Charity,
continued.

Particulars of the Property derived under the above Charity.

Premises.	Where situate.	Tenants Names.	Term.	Date of Lease.	Rent.
					£. s. d.
Two houses used as one.	No. 6, Pope's Head Alley, and No. 73, Lombard-street - }	Messrs. Bosanquet and Co. - }	21 years	Midsummer 1823	350 - -
Four houses, and other premises.	In Pope's Head Alley - - - }	Messrs. Shirley and Wix - }	61 years	Lady-day 1779	70 - -
Three houses	Nos. 7, 8, and 9, Pope's Head Alley }	Israel Thomas -	21 years	Lady-day 1823	130 - -
Lights and Cellar.	Pope's Head Alley	Robert Maires -	at will	- - - -	4 - -

The books do not explain why 2*l.* is deducted out of the 10*l.* and 16*s.* out of the 4*l.* payable to St. Andrew's Undershaft, upon the account of land-tax, without making the same deduction from the other charities ; but the practice has in this respect prevailed for a great number of years, and it is presumable that it had its commencement in some reasonable cause. In the receipts given by the churchwardens of Burnsall for the sum of 10*l.* payable to them, that deduction appears to have been always admitted without objection.

JOHN VERNON'S CHARITY.

John Vernon, by his Will, dated 10th October 1615, gave to the master and wardens of the Merchant Tailors Company 60*l.* to pay yearly, and so for ever, 3*l.* 6*s.* 8*d.* as follows, viz. to agree with some baker, and pay him yearly 48*s.*, for which money he should deliver in St. Michael's Church, Cornhill, in the chancel of the same, yearly, 52 dozen of sweet and good wheaten bread, viz. 12 penny wheaten loaves every Sunday, by eight of the clock in the morning, to be distributed by the churchwardens to such poor of the parish as stood in most need thereof, after service ; to a learned man to be appointed by the master and wardens, 10*s.* yearly, to preach a sermon upon the day of the testator's funeral in St. Michael's Church, Cornhill, at which he entreated the master, and wardens and assistants, and livery, to attend ; to the clerk, 12*d.* yearly ; to the beadle, 12*d.* yearly ; to the sexton, to keep the monument made for Mr. Alderman Houghton, and the testator there, clean, 6*s.* 8*d.* yearly, for ever.

And the above-named testator also gave 1,500*l.* to the said master and wardens to purchase land to the value of 83*l.* by the year, or more, if the master and wardens could with that sum (which was after 18 years purchase, and at the rate of 5*l.* 10*s.* in the hundred), which said 83*l.* he directed to be delivered and paid yearly, for ever, as follows :

To four poor scholars, students in divinity in St. John's College, Oxford, 16*l.* yearly, viz. 4*l.* a man, to be elected by the master, wardens and assistants, to continue no longer than they should study divinity, and remain in the said college,

John Vernon's
Charity.

Merchant Tailors
Company.

John Vernon's
Charity,
continued.

college, or stand in the liking of the said master, wardens and assistants, and so to be disposed of from one to another for ever.

And 16*l.* by the year to be paid to poor prisoners in Ludgate, Newgate, the Compter in Wood-street, and the Compter in the Poultry, the first year to release four in Ludgate and Newgate, and the next year to release four in the Compter in Wood-street, and in the Poultry, who should be there for 4*l.* debt, and if but one or two be found, or none at all, then, in the discretion of the five wardens, to distribute the said 16*l.* yearly amongst the poor in the said four prisons, and the three wardens to have for their pains 5*s.* each yearly; to the clerk, to keep a register of the money paid, and of the objects, 3*s.* 4*d.* yearly; the beadle 20*d.* yearly.

And the testator then directed that 40*l.* yearly should be paid to 10 aged men, poor and needy, and past labour, of the following six companies, viz. Clothworkers, Woolwinders, Carpenters, Tilers, Plasterers and Armourers, being free of and dwelling in the city, aged 60 and upwards, to be paid in Merchant Tailors Hall by 4*l.* yearly a man, by 20*s.* a quarter.

And 7*l.* 10*s.* yearly, to be laid up for three years, which would amount to 22*l.* 10*s.* to be then bestowed upon 10 gowns, with the name of the testator embroidered thereon, to be delivered to the said 10 poor men every third year, and so for ever.

And the said testator directed the remaining 50*s.* to be laid up yearly for three years, which would amount to 7*l.* 10*s.* of which 10*s.* the testator directed that 12*d.* a-piece should be given to the said 10 poor men on St. John's decollation-day, when it was observed and kept at the Hall, and the remaining 7*l.* the said testator was to take allowance of in the next legacy.

The said testator then gave and devised to the said master and wardens the fee-simple of his three houses in the parish of St. Edmund the King, in Lombard-street, London, with all the rents and fines, which the testator valued at 100*l.* a year, besides the fines to be taken on renewals, to hold to the master and wardens, and their successors, for ever, upon trust, to pay 93*l.* by the year in manner following, viz. :

£.72 yearly, for ever, to be paid to 12 poor aged and needy men past labour, to be chosen out of the Merchant Tailors Company, and dwelling in London, by 6*l.* to each man, not to be under 60 years of age.

To four poor men, reversioners, aged 60 years, free of the Company, and dwelling in the city of London, to each man yearly, for ever 26*s.* 8*d.*

To the master and wardens 20*s.* for their pains, yearly, 4*s.* each. To the master, wardens and assistants, 20*s.* yearly, for ever; to the potation-dinner, and to the wardens substitutes, and 16 men, for their shooting-dinner, 13*s.* 4*d.*; to the clerk of the livery for his pains, yearly, 4*s.*; to the beadle of ditto, 3*s.*; to the clerk of the Bachelors Company yearly, 3*s.*; and to the beadle of ditto, 12*d.*

For three years to lay up the residue 12*l.* 10*s.* which would make 37*l.* 10*s.* and taking the allowances or the before-stated sum of 7*l.* making 44*l.* 10*s.*, the testator entreated that 27*l.*, part thereof, might be bestowed on 12 gowns every three years, to be distributed to the 12 poor men, and to bestow upon four cloaks for the reversioners, in every third year, 6*l.* 13*s.* 4*d.* with his name embroidered on the shoulder.

To the said 16 men 16*s.*; every third year to every of them 12*d.* on St. John's decollation-day, when kept, except the wardens substitutes, and 16 men, take the allowances, and let them dine at the hall; after which last three payments every third year there would remain in every such year to the stock of the house 10*l.* 0*s.* 8*d.*

The said testator gave to the company the sum of 30*l.*, to be lent out at interest, and to apply the principal and interest in the purchase of two rooms lying contiguous to the before-mentioned premises.

And the said testator further bequeathed to the said company the sum of 200*l.*, as a stock to be employed in the purchase of coal, to be bought when lowest, and sold again to the poor of the company, or to any other poor, and the gains to be applied as therein mentioned; but in the option of the company if more troublesome than profitable, to lay out the said 200*l.* in the purchase of lands in better support of the good uses before mentioned.

And the testator gave to the said company the residue of his effects, after the payment of his debts and legacies, to be laid out in the purchase of lands to be applied to some good use to the poor.

The

The residue does not appear to be laid out in land, but the company charge themselves with the interest at five per cent on 2,915*l.* 6*s.* 9*d.*, the amount of the sums bequeathed to them by the foregoing will, which is 145*l.* 15*s.* 4*d.* per annum. The 30*l.* was laid out as directed in the purchase of the two rooms.

The rental of the freehold property amounts to 445*l.* per annum, making the annual income of this charity 590*l.* 15*s.* 4*d.* per annum, the whole of which is applied to the annual charitable purposes directed, and as hereinafter specified.

Particulars of the payments under the trusts of Mr. John Vernon's will.

To the parish of St. Michael, in Cornhill, for 12 penny loaves of bread, to be distributed every Sunday in the said church	-	-	-	-	-	£.	s.	d.
To the minister there, for a sermon on the day of testator's funeral, 1 <i>l.</i> 1 <i>s.</i> , to the clerk and sexton 2 <i>s.</i> , and to the sexton for keeping the tomb clean, 6 <i>s.</i> 8 <i>d.</i>	-	-	-	-	-	2	8	-
To four scholars of St. John's College, Oxford	-	-	-	-	-	16	-	-
To poor persons in White Cross-street prison, in the three wards, and Middlesex division	-	-	-	-	-	16	-	-
To the wardens, clerk and beadle, for seeing them discharged	-	-	-	-	-	1	-	-
To 10 poor aged men, two clothworkers, two woolwinders, one carpenter, one tiler, two plasterers, and two armourers, to each 4 <i>l.</i> yearly	-	-	-	-	-	40	-	-
To 12 poor aged men free of this company, to each 6 <i>l.</i> yearly	-	-	-	-	-	72	-	-
To four reversioners, to each 2 <i>l.</i> 2 <i>s.</i> yearly	-	-	-	-	-	8	8	-
To 110 yards of cloth for 26 gowns and cloaks, at 7 <i>s.</i> 6 <i>d.</i> per yard, £.41 5 -	-	-	-	-	-			
To 134 yards of baize for linings, at 22 <i>d.</i> per yard	-	-	-	-	-	12	5	8
To making gowns and cloaks, at 6 <i>s.</i> each	-	-	-	-	-	7	16	-
To 26 badges, at 3 <i>s.</i> 6 <i>d.</i> each	-	-	-	-	-	4	11	-
Every third year	-	-	-	-	-	£.65	17	8
Is yearly	-	-	-	-	-	21	19	3
To the master and wardens, 1 <i>l.</i> , to the clerk, 6 <i>s.</i> 8 <i>d.</i> , beadle, 3 <i>s.</i> 4 <i>d.</i> , and the under beadle, 1 <i>s.</i>	-	-	-	-	-	1	11	-
						£.	180	15 11

Merchant Tailors
Company.

John Vernon's
Charity,
continued.

The residue is carried to the account of the company's poor, and is distributed accordingly.

Particulars of Property derived under the above Gift.

Premises.	Where situate.	Tenants Names.	Term.	Date of Lease.	Rent.
					£. s. d.
A house	- 33, Lombard-street	Win. Alexander	21 years	Christmas 1823	- 100 - -
Do.	- 34, do.	Thos. Collinson	21 years	do.	- 170 - -
Do.	- Plough Court, do.	Wm. Allen	21 years	Christmas 1824	- 70 - -
Do.	- 32, Lombard-street	Harris & Co.	61 years	do. 1813	- 100 - -
					£. 445 - -

JOHN WOOLLER'S CHARITY.

John Wooller, by Will, dated 26th March 1617, devised to the master and wardens of the Merchant Tailors Company an annuity of 24*l.*, to be issuing out of his messuage or tenement, with the wharf, and all other the appurtenances thereto belonging, called the Cross Keys in Thames-street, in the parish of St. Magnus the Martyr, near London Bridge; to bestow the said yearly rentcharge of 24*l.* in manner following, viz., to pay to the two poor women therein named in one of the hospitals or almshouses erected by the company near Tower-Hill, called Mr. Robert Dowe's and Mr. Medlicott's almswomen, and to such as should succeed in their room, the sum of 5*l.* 4*s.*, for ever, yearly, towards their relief and sustentation, to either of them 12*d.* per week, weekly for ever, or after that rate to be paid monthly, or otherwise, as the master and wardens should think fit, and as they pay other almswomen in the almshouses.

John Wooller's
Charity.

Merchant Tailors
Company.

John Wooller's
Charity,
continued.

To the governors of Christ's Hospital in London, or their receiver, towards the relief of the poor children there harboured, 5*l.* by two payments of 50*s.*, and 50*s.* on the feast of St. John the Baptist, and 20th day of December.

To the relief of the poor in Bridewell 40*s.* at the same time.

To the relief of the poorest and sickliest prisoners in the two compters in London, and of Ludgate and Newgate, 4*l.* yearly, viz. to every of these prisons 20*s.* yearly for ever at the aforesaid two terms.

To the relief of the poor of the parish of St. Magnus, near London Bridge, 20*s.* yearly at the said two terms.

To the churchwardens of the town of Brighthelmstone in Sussex, or their assigns, towards the poor there, 20*s.* yearly, upon the 20th or 19th December at Merchant Tailors Hall in London.

To bestow yearly, for ever, 40*s.* to a poor scholar of the college of St. John in Oxford, as should have most need, and intending to study divinity.

To bestow yearly 20*s.* in wood or coals for the relief of seven poor almswomen belonging to the company's almshouses.

Towards a potation when the company meet together, 20*s.*

To the master and wardens of the company for their pains in bestowing the 24*l.*, viz. to every of them 5*s.*, to the clerk of the livery yearly, 7*s.* 6*d.*, and the beadle 3*s.* 6*d.* yearly, for ever.

The sum of 5*l.* 4*s.* is yearly carried to the almshouse account, and applied to the support of the almshouses in Rosemary-lane.

The sum of 5*l.* is paid to the governors of Christ's Hospital yearly, upon the receipt of their receiver, or his deputy.

The sum of 40*s.* is paid to the receiver for Bridewell.

The respective sums of 20*s.*, 20*s.*, 20*s.* and 20*s.*, are paid on the receipt of the respective stewards, attested by the keeper of the New Prison, White Cross-street, in which prison the debtors formerly confined in the compters of Ludgate and Newgate are now confined.

The sum of 4*l.* per annum is paid yearly to a poor scholar of the college of St. John in Oxford.

To the master and wardens, clerk and beadle, 1*l.* 11*s.* is paid yearly.

The sums of 20*s.* and 20*s.* are yearly paid to the churchwardens of St. Magnus, and Brighthelmstone, upon their respective receipts.

ROBERT JENKINSON'S CHARITY.

Robert Jenkinson's
Charity.

Robert Jenkinson, by Will, dated the 15th April 1616, gave to the master and wardens of the Merchant Tailors Company 120*l.*, upon trust, to distribute the sum of 6*l.* yearly for ever, as follows, at the feast of All Saints, yearly, to provide and give, as of the testator's gift, unto 14 poor ancient widows, who then were or thereafter should be in the company's almshouses on Tower Hill, a good large smock, a good pair of stockings, and a good pair of shoes, and if any of the 6*l.* should be spared, to be divided between the said widows.

By a Codicil, dated the 14th October 1617, the said testator further gave to the said master and wardens 20*l.* more, in augmentation of the sum given for the relief yearly of the 14 poor almswomen.

The interest of these two sums is carried to the almshouse account.

WILLIAM PARKER'S CHARITY.

William Parker's
Charity.

William Parker, by Will, dated in 1616, gave and bequeathed to the master and wardens of the Merchant Tailors Company the sum of 2,000*l.*, to provide with all convenient speed 80*l.* per annum, for ever, upon trust, therewith to pay as follows, viz.

To the parson for the time being of St. Autholin's parish, yearly, for ever, 10*l.*

To the clerk of the same parish, yearly, for ever, 50*s.*

To the sexton, yearly, for ever, 50*s.*

To the minister to serve the cure in the chapel of Great Bloxith, in the parish of Walsall, in Staffordshire, 20*l.* yearly, for ever; the minister to be single and unmarried, and to teach freely in the said chapel, or parson's house there, men children of the inhabitants of Great Bloxith, Little Bloxith, Pellsall, and Hardin, and others in Walsall parish aforesaid, to read English, both printed and written-hand, and that he should be such a one as was obedient

obedient to the King's laws, and allowed by the Bishop of Litchfield and Coventry, and of St. John, Oxford, sent thither from Merchant Tailors school in London, and for lack of such from the said college, the inhabitants of the town of Great Bloxith should make choice of one themselves, where they could find a fit man both in learning and good life, and unmarried.

To the poor prisoners in the Compter of Wood-street, 40s. yearly, for ever.

To the poor prisoners in Newgate, 40s. yearly, for ever.

To the poor prisoners in Ludgate, 30s. yearly, for ever.

To the poor prisoners in the Fleet, 30s. yearly, for ever.

To the poor prisoners in Bedlam, 20s.

To five poor aged men free of the Merchant Tailors Company who had gotten or should get their living by dressing woollen cloth in London, 4l. a-piece, yearly, for ever, to be chosen by their court of assistants and company, and in their discretion, how long any man should have it, because where most need it ought to be bestowed.

To the almsmen of the company, between them, 50s. yearly, for ever.

To the almswomen, between them, 5l. yearly, for ever.

To the clerk of the livery of the said company for the time being, for his pains, 40s. yearly, for ever.

To the beadle of the livery of the company for the time being, for his pains, 30s. yearly, for ever.

To the clerk of the yeomanry of the said company for the time being, for his pains, 20s. yearly, for ever.

To the beadle of the yeomanry, 10s. yearly, for ever.

To the master and wardens for the time being of the said company, 10s. a-piece, yearly, for ever, for their own uses, for their pains.

And the testator declared, that in case of negligence in the company, or leaving the foregoing bequests for one whole year unperformed, the governors of Christ's Hospital in the City of London were to recover the 2,000l. or the lands bought with the same, and keep 15l. yearly, for ever, out of the same rent, for the maintenance of the poor children in the said hospital; and the Merchant Tailors Company were to have nothing to do with it; and the rest of the 80l. yearly, for ever, above the 15l., the said governors were to pay yearly, for ever, in manner before directed.

The 2,000l. does not appear to have been laid out in land, but the Court consider their corporate funds chargeable with 80l. per annum on account thereof.

The sum of 10l. (2l. being deducted for land-tax,) is yearly accounted for to the rector of the parish of St. Autholin upon his receipt; as also the sum of 50s. each, deducting 10s. land-tax, to the clerk and sexton, upon their respective receipts.

The sum of 20l. per annum is paid to the perpetual curate of Great Bloxith, more commonly now called Bloxwick, who gives his receipt for the same.

[See 9th Report, p. 605.]

The annual payments are regularly made to the prisoners in Whitecross-street Prison, viz. to those confined in the Giltspur-street Compter Ward, formerly Wood-street Compter, 40s. per annum.

In Middlesex division, or Newgate Ward, 40s. yearly,

In Ludgate Ward, 30s. yearly,

To the poor prisoners in the Fleet, 30s. yearly.

To the poor in Bedlam, 20s. yearly.

As are also the following payments, viz.

To five poor clothworkers free of the company, 20s., quarterly, to each.

The sums of 50s. and 5l. making 7l. 10s., are carried to the almshouse account.

The sum of 5l. is yearly paid to the clerk and beadle of the company, in certain proportions, and 50s. is paid yearly to the master and wardens.

JOHN HARRISON'S CHARITY.

John Harrison, by Will, dated 15th May 1618, gave to the master and wardens of the Merchant Tailors Company, 500l. for the following purpose, viz. to erect a grammar-school at Great Crosby, in the parish of Shelton, in the county of Lancaster, for educating children and youth in the grammar and rules of learning, for ever, to be called, "The Merchant Tailors School,

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founded

Merchant Tailors
Company.

William Parker's
Charity,
continued.

John Harrison's
Charity.

Merchant Tailors
Company.

John Harrison's
Charity,
continued.

founded at the charges of John Harrison," and declared that the said school should have continuance for ever; and that the master and wardens should be governors of the same, and have the appointment of the master and usher for ever; and for the maintenance of the said school and other purposes thereafter mentioned, the above-named testator gave and devised to the said master and wardens, and their successors, for ever, several messuages, houses, ground, and tenements, situate in the parish of St. Augustin and St. Swithin, in London, to hold the same to them and their successors for ever, upon trust, to pay, yearly, for ever, unto the master of the said free-school at Great Crosby, for his stipend - - - - - £. 30 - -

To the usher - - - - - 20 - -

To the poor in Lamb-alley, with the consent of the chiefest
of the inhabitants of the parish of St. Augustin - - - 20 - -

And the remainder, after reserving 5*l.* yearly, for repairs, to be bestowed among the poor brethren of the company, by 20*s.* a quarter a-piece.

A school was erected at Great Crosby in 1620, in the building whereof, and in the purchase of land for the same to be built upon, the sum of 500*l.* was expended.

The company make the several payments of 30*l.* and 20*l.* yearly, for which they take the receipts of the Rev. Mr. Chester, master of the said free-school at Great Crosby.

The expenses for the repairs amount upon an average of 12 years to 6*l.* 10*s.* 3*d.* per annum.

The sum of 4*l.* being deducted from the 20*l.* for land-tax, the balance of 16*l.* is paid to the churchwardens of the parish of St. Augustin.

The residue is applied, as directed, in pensions of 4*l.* each, which are paid to 97 pensioners, amounting in the whole to the annual sum of 388*l.*, making the aggregate payments for this charity 460*l.* 10*s.* 3*d.* per annum.

Premises.	Where situate.	Tenants Names.	Term.	Date of Lease.	Rent.
					£. s. d.
A house -	N° 6, Swithin's-lane	Thos. Lowe -	21 years	Lady-day 1823	30 - -
Do. -	N° 38, Old Change	Robt. Price -	61 years	Midsummer 1813	30 - -
Do. and } warehouses }	Old Change	Messrs. Leaf & Co.	31 years	Christmas 1816	400 - -
Lights -	Out of a house in } Watling-street - }	Lady Dacre's } representatives }	31 years	Lady-day 1804	- 10 -
					£. 460 10 -

The school-premises at Crosby consist of a messuage and school-room, with a garden and paddock of about an acre. The master resides in the messuage, and receives the whole 50*l.* to his own use. Instruction in spelling, reading, writing, and accounts, is and has long been the course of education in the school. The Latin grammar is undertaken to be taught, if required; but the boys being for the most part the children of labourers, such instruction is seldom desired. The number of scholars rarely exceeds 40, which is small in proportion to the population of the neighbourhood, a circumstance ascribed to the prevalence of the Roman Catholic religion in those parts of the country. It appears to have been long customary for the master to make a charge of 2*s.* 6*d.* for entrance, and an annual charge for firing to the amount of 2*s.* 6*d.* for each boy.

The school was visited in 1822 by a committee of the company, appointed to inquire into the condition of the school, the result of which has occasioned no change in the system of management.

WILLIAM PRIESTLEY'S CHARITY.

William Priestley's
Charity.

William Priestley, by Will, dated 2d May 1620, gave to the master and wardens of the Merchant Tailors Company 250*l.*, upon trust, to maintain eight poor men, for ever, allowing each of them four nobles a year, to be paid them quarterly; whereof four of the said poor men were to be chosen at the discretion of the master and wardens for the time being, and to be of the poor
of

of the company, and the other four to be of the parish of Hornsey, in the county of Middlesex, and appointed at the discretion of the parson and churchwardens for the time being of the same parish.

The company now pay the sum of 13*l.* 14*s.* 8*d.* per annum, viz. 8*l.* 8*s.* per annum to four poor members of the company each 2*l.* 2*s.*, by quarterly payments, being an additional gratuity beyond their proportions under this charity of 15*s.* 4*d.* each; and 5*l.* 6*s.* 8*d.* to four poor men of Hornsey, in Middlesex, to each 1*l.* 6*s.* 8*d.* by quarterly payments, being the exact amount of their proportions.

Merchant Tailors
Company.

William Priestley's
Charity,
continued.

ROBERT PARKER'S CHARITY.

Robert Parker, by Will, dated 10th January 1622, gave unto the master and wardens of the Merchant Tailors Company, the sum of 400*l.* to purchase lands for good uses in Staffordshire, upon trust, to pay 20*l.* a year, for ever, to the poor people of the parish of Walsall, and all the villages and towns belonging to Walsall parish, as thereafter mentioned, the said 20*l.* to be paid in the month of December, for ever, against Christmas, viz.

Robert Parker's
Charity.

To Great Bloxwich,	-	-	-	-	-	-	-	-	-	£.	s.	d.
To Little Bloxwich, Tofcott, Harden, Capell, Rishall End, and Davend,										6	13	4
Pelsall, Shellfitt, Woodend, and Caldmore	-	-	-	-	-	-	-	-	-	6	13	4
To all the poor of Walsall town in Staffordshire	-	-	-	-	-	-	-	-	-	6	13	4
										£.	20	-

And the said testator did thereby desire the minister and churchwardens of the several places, and the overseers of the poor for the time being, to have a conscionable care that the said money was given according to his will.

He gave to the said master and wardens 100*l.* more, to lay out in land in Walsall parish-town in Staffordshire, upon trust, to pay 5*l.* every year in the month of December, against Christmas, as follows, viz. to the organ-player in Walsall church, 4*l.* per annum, and to his man that bloweth the bellows, 20*s.* per annum, for the performance of which gift he had written 100*l.* to the said master and wardens to be paid them after his death.

And he also gave to the said master and wardens another sum of 100*l.* to lay out in land, upon trust, to pay to themselves 5*l.* a year, for ever, as follows, viz. to the master 10*s.*, to the four wardens 10*s.* a-piece, to the clerk and beadle of the livery, and to the clerk and beadle of the yeomanry, 50*s.* amongst them.

And he also gave to the said master and wardens the further sum of 100*l.* to purchase land, upon trust, for the poor people in St. Antholin's parish in London, in Watling-street, both men and women; to pay 5*l.* every year in the month of December to the churchwardens of the parish of St. Antholin in Watling-street, London, to be equally divided among the poor people of that parish, both men and women, having most need.

The respective sums of 400*l.*, 100*l.*, 100*l.*, and 100*l.*, amounting to 700*l.*, were not laid out in the purchase of land, as directed; but the company have always and still consider their funds charged with the payment of the several annual sums so bequeathed.

The sum of 20*l.* per annum is paid to the parish of Walsall.
The sum of 5*l.* per annum is paid to the organist of Walsall.
The sum of 5*l.* per annum is duly paid to the master, wardens, and officers of the company.
And the sum of 5*l.* per annum is paid to the parish of St. Antholin.
The application of this testator's bounty, as far the parish of Walsall is interested, will be found under the Walsall Charities, 9th Report, p. 582.

JOHN JUXON'S CHARITY.

John Juxon, by Will, dated 17th August 1626, granted to the master and wardens of the Merchant Tailors Company, and their successors, for ever, upon the discontinuance of certain lectures by the testator directed to be held (which have long since ceased), an annuity of 12*l.* per annum, issuing and payable out of certain lands purchased by him of Anthony Calcot, situate at Mortlake, in the county of Surrey, to be by them paid according as they should think fit, at or before the feast of St. Thomas the Apostle, to some
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John Juxon's
Charity.

Merchant Tailors
Company.

John Juxon's
Charity,
continued.

poor scholars, the one year in Oxford, and the other year in Cambridge, for ever.

The sum of 12*l.* per annum is answered by a payment of 9*l.* 12*s.* by the company to a scholar of Oxford and Cambridge alternately, 2*l.* 8*s.* being deducted on account of land-tax. The exhibition is constantly in a course of payment.

DAME DUCIE'S CHARITY.

Dame Ducie's
Charity.

Dame *Elizabeth Ducie*, by Will, dated 16th December 1635, gave to the master and wardens of the Merchant Tailors Company 100*l.* towards the maintenance of widows of almsmen of the livery, placed in almshouses then about to be built.

The interest upon this sum, at the rate of 5*l.* per cent, is carried yearly to the almshouse account.

SAMUEL PROCTOR'S CHARITY.

Samuel Proctor's
Charity.

Samuel Proctor, by Will, dated the 1st February 1636, gave to the master and wardens of the Merchant Tailors Company 100*l.* upon trust, to pay and distribute yearly, for ever, at Christmas, 5*l.* to nine poor brethren of the society, by 10*s.* a-piece.

To the clerk of the company, 6*s.* 8*d.* for registering the bequest.

To the beadle of the livery, 3*s.* 4*d.*

And the said testator desired that if amongst his kindred any should need and deserve the gift, then they might be preferred.

The sum of 100*l.* above bequeathed was received, and has been always considered as secured upon the general funds of the company. The sum of 4*l.* 10*s.* is distributed, with other monies, to poor members of the company at Christmas, in donations of 1*l.* 1*s.* to each individual, and the remaining 10*s.* is paid to the clerk and beadle.

SIR JOHN GORE'S CHARITY.

Sir John Gore's
Charity.

Sir *John Gore*, by Will, dated 23d January 1636, granted to the master and wardens of the Merchant Tailors Company an annuity of 12*l.* issuing out of a capital tenement in Trinity-lane, alias Knight Rider-street, London, to be paid quarterly, with full powers of entry and distress in case of the non-payment thereof, upon trust, to employ the same for the relief of three poor old men, free of the said company, to each of them 4*l.* a year a-piece, to be paid quarterly.

The company receive the sum of 9*l.* 12*s.* per annum (land-tax of 2*l.* 8*s.* being deducted) as a rentcharge issuing out of a house in Trinity-lane, in the occupation of Ritherden & Co.; and they pay to three poor members of the company 9*l.* 12*s.* per annum, to each 3*l.* 4*s.* by quarterly payments of 16*s.* a-piece. The names of the objects relieved are entered in a book containing a list of the company's pensioners.

THOMAS COVENTRY'S CHARITY.

Thomas Coventry's
Charity.

By Indenture, dated the 10th July 1636, made between Thomas Coventry and Hugh Dashfield therein described, of the one part, and Michael Grigg and others, citizens and Merchant Tailors of London, of the other part; the said Thomas Coventry and Hugh Dashfield granted to the said Michael Grigg, and others, and their assigns, for ever, the three following rentcharges, viz.: a yearly fee-farm rent of 10*l.* 3*s.* 4*d.* issuing out of the rectory of East Mullsey, alias East Moulsey, in the county of Surrey; a fee-farm of 14*l.* issuing out of the rectory and church of Winslowe, in the county of Bucks; and a fee-farm rent of 7*l.* 13*s.* 4*d.* issuing out of the rectory and church of Kympton, in the county of Hertford; to hold the same unto and to the use of the said Michael Grigg, and others their heirs and assigns, for ever, upon trust, that the master and wardens of the Merchant Tailors Company, and their successors, should yearly, for ever, pay 10*l.*, part thereof, for the binding apprentices to some fitting trade or trades two or more poor children born in the parish of St. Andrew Undershaft, London, and the further sum of 10*l.* for the binding apprentices to some fitting trade two or more poor children born in the parish of St. Antholin, London; children without parents to be preferred, and to be chosen and presented by the churchwardens of the respective parishes to the said master and wardens in manner therein mentioned; and also that they the said

master

master and wardens should yearly, for ever, upon the feast-day of All Saints, pay other 10*l.*, parcel of the said rents and profits, unto the overseers of the poor of the parish of St. Pancras, in the county of Middlesex, and to the overseer or overseers of the poor of the parish of Hornsey, in the said county of Middlesex, equally to be bestowed for the benefit and relief of poor people, dwelling as well in that part of the said parish of Hornsey as in that part of the said parish of St. Pancras, in the said county of Middlesex, which is situate near to Highgate, whereof one half should be to poor people dwelling at or near the said place of Highgate, in the said parish of St. Pancras, and the other half to poor people dwelling at or near Highgate, and in the said parish of Hornsey, the same to be bestowed in fuel and clothes in such sort, as eight persons therein named, being inhabitants there, or the more part of them, should by writing under their hands limit and appoint, with power, as any of such trustees should die, for the survivors to appoint other inhabitants, so that always, for ever, there might be the full number of eight persons to limit and appoint by writing under their hands the disposition of the said 10*l.* yearly, which writing should be brought in yearly to the said master and wardens, to the end that the clerk might register the same.

Merchant Tailors
Company.

Thomas Coventry's
Charity,
continued.

And it was thereby declared, that the said master and wardens should yearly, for ever, retain to their own use the sum of 20*s.* out of the said rents and profits, and should dispose of the residue thereof, being 16*s.* 8*d.*, to the clerk of the said company, for his labour and pains, such payments to be made after deducting all expense and risk of collection.

The fee-farms of 10*l.* 3*s.* 4*d.*, 14*l.*, and 7*l.* 13*s.* 4*d.*, have been severally received by the company in respect of the three several rectories of East Moulsey, Winslow, and Kimpton, respectively charged therewith by the above-abstracted indenture, as appears by the accounts of the company.

The company annually obtain an order from the major part of the trustees of this charity authorizing the payment of the 10*l.* given to the poor of Highgate, under which order they have hitherto paid over the said sum to some individual of their own body, taking upon himself the active management of the trust, who gives his receipt for the same.

The parishes of St. Andrew Undershaft and St. Antholin, London, have been always considered by the company as entitled to an annual payment of 10*l.* each (minus the land-tax) for placing out apprentices from among the poor children of the same respectively; and it appears by the accounts, that taking one year with another they have received payments to the full amount of their respective claims. The company always wait till application is made to them from the above parishes; and as such applications have not been made every year, there have been occasional accumulations, which have enabled the respective parishes, as opportunities have occurred, to increase the number of their apprentices.

HELEN GULSTON'S CHARITY.

Helen Gulston, by her Will, dated 15th July 1637, after making various bequests as therein mentioned, desired that 600*l.* might be laid apart out of her estate, to be disposed of for the good and relief of six widows in or about the City, two of citizens, two of ministers, and two of gentlemen, if by any means they might be so equally chosen, and such who had lived formerly in good fame; and she requested that the Merchant Tailors Company of London (whereof her father was a brother) would bestow the said sum in purchasing such rents as might be answerable to the said sum of money, and distribute the same among widows, by them to be chosen, by 5*l.* to each, yearly, viz. 50*s.* at Michaelmas, and 50*s.* at Lady-day, and if the rents should amount to more, then the overplus to be divided amongst them.

Helen Gulston's
Charity.

The money does not appear to have been ever laid out in the purchase of land or real estate, but the company have considered their own property as charged with the perpetual payment of 30*l.* per annum to the objects of the charity.

To two distressed widows of clergymen of the Church of England, or of dissenting congregations, they give 5*l.* each; to two other distressed widows of respectable citizens, 5*l.* each; and the like sum to two distressed widows of other persons who have filled respectable situations.

CHARITIES OF STINT, RAWTHORNE, LANE, AND LEE.

Merchant Tailors
Company.Charities of
Stint, Rawthorne,
Lane, and Lee.

It appears by an entry in an old gift-book of the company that certain persons, by the names of — *Stint, Jeremy Rawthorne, William Lane, and Walter Lee*, in 1638 gave to the master and wardens of the Merchant Tailors Company 200*l.* by 50*l.* a-piece, upon trust, that they would yearly, for ever, pay the sum of 12*l.* to 24 poor aged brethren who had no pensions.

£. 12 is annually distributed in donations to poor members of the company at Christmas, and other times, in fulfilment of the above charitable donations.

ROBERT GRAY'S CHARITY.

Robert Gray's
Charity.

Robert Gray, by Will, dated 1639, gave to the master and wardens of the Merchant Tailors Company, 1,500*l.* and a reversionary interest in 1,000*l.* expectant upon the death of the testator's niece, under 22 years of age, upon trust, to apply the interest thereof in support of the almswomen of the company in their almshouses.

In the year 1651 the company sold their reversionary interest for 632*l.* which, together with 1,500*l.*, amounted to 2,132*l.*, interest for which at five per cent, viz. 106*l.* 12*s.*, is carried to the almshouse account.

SIR JOHN HANBURY'S CHARITY.

Sir John Hanbury's
Charity.

Sir John Hanbury, by Will, dated 27th March 1639, gave to the master and wardens of the Merchant Tailors Company 500*l.* to purchase lands, upon trust, to pay out of the rent thereof, yearly, for ever, to the poor of the parish of Feckenham, in the county of Worcester, the sum of 13*l.* and to the poor of the parish of Hanbury adjoining, in the same county, 6*l.* 10*s.* the same to be expended and distributed by the respective churchwardens in bread.

And he gave the overplus of the revenue of the said premises when bought, to the said company, to be disposed of at their pleasure.

The said sums of 13*l.* and 6*l.* 10*s.* are yearly paid to the said parishes of Feckenham and Hanbury respectively.

The company's predecessors do not appear to have laid out the sum so bequeathed in the purchase of land, but the same became blended with their general funds, which are considered as charged with the above annual payments.

JAMES CHADWICK'S CHARITY.

James Chadwick's
Charity.

An entry in the books of the company is to the following effect :

"*James Chadwick's* gift to four poor women, widows of freemen, 5*s.* each, quarterly, 4*l.*

"4th April 1679.—By Will gave the company, to pay this sum, 100*l.*"

And the above is all the evidence in their possession to show the origin of this donation.

£. 4 per annum appears to have been always paid in respect of this charity ; and for some time past that sum has been increased to eight guineas per annum, the addition being paid out of the company's own funds. Under this arrangement four poor widows of freemen of the company receive each 10*s.* 6*d.* every quarter.

HUGH CANDISH'S CHARITY.

Hugh Candish's
Charity.

Hugh Candish, by Will, dated 29th May 1640, gave to the master and wardens of the Merchant Tailors Company all that capital messuage, with the appurtenances, situate in the parish of St. John, Walbrook, and all other lands and tenements which he had in that parish, and also all that alley, formerly called Bromeholme Alley, and then Candish Alley, with the messuages and appurtenances in the same alley, in the parish of St. Mary, Fanchurch, to hold the same to the said master and wardens, and their successors, for ever ; and the said testator directed that the sum of 11*s.* 8*d.* out of the revenues should be yearly, for ever, paid as follows :

3*s.* 4*d.* to the master of the company.

6*s.* 8*d.* by 20*d.* to each of the four wardens.

1*s.* 8*d.* between the clerk and beadle.

To the intent that the said master and wardens, and their successors, should pay the poor and needy receiving the alms of the company, in their houses or dwellings, and not at the hall ; and as to the residue of the rents, the testator directed that the said master and wardens should have and receive them for ever,

ever, to the use of the said brotherhood, subject to certain charges which have long since ceased; and should also keep the anniversary of the said Hugh Candish in St. Martin Outwich, and spend thereat 6s. 8d. on certain uses (considered superstitious) therein mentioned, and bestow yearly, for ever, among the needy poor in the almshouses, 36 quarters of coals, at the times and in manner therein mentioned.

The company, in the fourth year of Edward VI., purchased of the Crown 5s. 1d. per annum, part of the 6s. 8d. bequeathed to superstitious uses, which purchase was afterwards confirmed by 4th of James; and they pay 1s. 7d. per annum, residue of the 6s. 8d., to the parish of St. Martin Outwich, which probably purchased the same from the Crown.

The residue of the rent, after deducting thereout the 11s. 8d., above bequeathed, is carried to the almshouse account, for supply of coals to the poor almswomen.

The premises consist of a house in Fenchurch-street, No. 30, on lease to Robert Sowerby, for 41 years from Michaelmas 1789, at the rent of 38l. per annum.

JOHN HEYMAN'S CHARITY.

John Heyman, by Will, dated 15th October 1646, granted and assigned unto the wardens of the parish-church of St. Saviour, in Southwark, all his houses, lands and tenements, with the appurtenances, situate at Barnet, in the county of Herts, held by him for a term of 1,500 years, to hold to the said wardens and their successors, for the remainder of the said term, upon trust, (*inter alia*) to pay the Merchant Tailors Company, yearly, and every year, the annual sum of 40s. to be by the said company given yearly to two poor citizens, tailors, free of the company, by 20s. a-piece; and the said John Heyman did further direct, that the said wardens should pay the clerk of the Merchant Tailors Company further, 4s. per annum for his trouble.

The company receive annually from the churchwardens of St. Saviour, the sum of 2l. 4s. out of the rents of the premises vested in them by the above devise, and pay to two poor citizens, tailors, 10s. 6d. per quarter each, and 4s. to the clerk, making an annual payment of 4l. 8s. which is ascribed to this charity in their accounts, being 2l. 4s. per annum beyond the receipt.

DR. JOHN ANDREW'S EXHIBITIONS.

Dr. John Andrew, by his Will, bearing date 15th May 1747, directed that his body should be interred in the chapel of Trinity Hall, Cambridge; and in order to make a suitable provision for his relations, (relying on the integrity of that society), and for the future encouragement of learning, he directed that as soon as a suitable purchase of a freehold estate should be met with, all his three per cent annuities in the Bank of England should be sold and invested therein, and settled to the uses thereafter mentioned, viz. that the rents and profits thereof should be paid to his sisters, Ann Andrew, Elizabeth Woodward, Bridget Andrew, and Lois Andrew, for their joint lives, and to the survivors and survivor of them; and after the death of the last survivor, to the use of the said Hall; and he directed that four new scholarships should be then founded, to be chosen from such as had been educated in Merchant Tailors School in the city of London, who should have been in the bench or table of the said school; who, besides the usual allowance and payments made to the other scholars of the house, should receive 5l. quarterly from the bursar of the said college; and that the remainder of the rents and profits of the said estate should be put out on government securities, until there should be raised the sum of 20,000l. to be laid out in additional buildings to the said college, as therein mentioned, with certain allowances to the master and officers of the college for making up the account, and receiving and paying the rents of the estate; and that after the 20,000l. should be so raised, he directed that four new civil-law fellowships should be erected, and added to their number, with a provision that no person should be appointed to the same fellowships, unless he should have been educated at the same school; and that when the said fellowships should be added, the said account should be discontinued, and the rents of the estate or estates be applied to the general use of the college; but that the salary of 20l. a year to the bursar therein mentioned should be continued, and 10l. a year be added to that of the law-lecturer of the said college; and he directed, that until a purchase should be made, the interest and dividends of

Merchant Tailors
Company.

Hugh Candish's
Charity,
continued.

John Heyman's
Charity.

Dr. John Andrew's
Exhibitions.

Merchant Tailors
Company.

Dr. John Andrew's
Exhibitions,
continued.

the aforesaid three per cent annuities should be received by his executrix, for the use of herself and her said sisters, in equal shares.

The testator, among other legacies, gave to his brother, the Rev. William Andrew, 1,050*l.* lent by the testator upon the Huntingdon and Cambridge turnpikes, to be applied to the support and maintenance of his son John Andrew during his natural life, in such manner as his brother should direct; and after his decease, he gave the said 1,050*l.* to the said master and fellows of the said college, to be laid out in land, towards the better support of the additional scholarships and fellowships; and until they were erected, the profits thereof were to make part of the fund intended for the additional buildings; and the testator gave to his brother's son William the interest and dividends of 500*l.* Bank stock during his life, the said capital stock to be transferred to the aforesaid college; and after the death of the said William to be applied in like manner as the said 1,050*l.*; and he directed all the rest and residue of his estate, except 1,000*l.*, East India stock, which he devised to his sister Ann, to be equally divided among his sisters, but that in case any of them should die before a division was made, their share should go to the survivors.

And he appointed his sister Lois Andrew executrix of his said will.

By a Codicil to his said will, bearing even date therewith, he directed that in case his sister Bridget should survive her sisters Woodward and Lois, as her health would not permit her to enjoy what he had given her, that the College should pay her 200*l.* a year; and that the remainder of his three per cents, and India stock, should be applied to the account towards additional building, or the profits of the estate purchased therewith; and that whereas his sister Ann was then deceased, he directed that the 1,000*l.* East India stock given to her by his said will should be added to his three per cent annuities, and be applied in the same manner with them.

By an Indenture of three parts, made 6th February 1801, between Thomas Harrison Andrew, of Moss Hall, Finchley, in the county of Middlesex, (therein described as the residuary devisee and legatee of James Andrew, who was heir-at-law and only next of kin of Dr. John Andrew, and also residuary devisee and legatee, and only next of kin of Lois Andrew, spinster, deceased, one of the residuary devisees and legatees and next of kin of the said Dr. John Andrew) of the first part; the master and wardens of the said company, of the second part; and the president and scholars of St. John's College, Oxford, of the third part; reciting the said will and codicil, and the death of the testator without issue; and deducing the representation, real and personal, to the said Thomas Harrison Andrew, and stating that the said testator at the time of making his will and codicil, and at his death was possessed of 500*l.* Bank stock; 17,200*l.* three per cent consols, 1,000*l.* three per cent reduced annuities of the year 1726; 1,000*l.* East India stock; and 1,050*l.* secured upon the Huntingdon and Cambridge Turnpike Tolls; and that the said several stocks had been transferred into the joint names of the master, fellows and scholars of Trinity Hall aforesaid, and of Lois Andrews, the then executrix of the said testator named in his will; and that by a deed-poll under the common seal of the same Hall, dated 17th May 1755, reciting the before-mentioned facts, and acknowledging that the above-mentioned sums standing in the said several stocks were all the Bank annuities, Bank stock, and East India stock, of which the said testator was possessed at his decease, the said master, fellows and scholars, agreed to stand possessed thereof, in trust, in the first place, for the said several annuitants, and, subject thereto, to the purposes mentioned in the will of the said Dr. John Andrew; and further reciting, that no part of the said sums mentioned in the will had been invested in the purchase of lands as therein directed; and that after the death of the said Lois Andrew, the said master, fellows and scholars, had refused to accept the said bequest of the said Dr. John Andrew, or to execute the trusts of his will; whereupon the attorney-general, at the relation of the Merchant Tailors Company, had filed an information against the said Hall; and that by a decree, made in the said cause, dated 5th March 1798, it was ordered, that the said information should be dismissed, so far as it prayed that the defendants, the master, fellows and scholars, might be bound to execute the trusts of the said will; and that the said defendants should transfer the several stocks and funds before mentioned into the name of the accountant-general, in trust, for the said cause; and that it should be referred to one of the Masters of the said court to take an account of

of what had been received by the defendants for interest on the 1,050*l.* turnpike securities before mentioned, which should be paid into the Bank in the name of the accountant-general, to the credit of the said cause; that the relators should be at liberty to lay proposals before the said trustees for carrying into execution the said intended donation, and to tax the costs as therein mentioned; and further reciting in the said Indenture that the Master made a separate report, dated 16th August 1800, whereby he found that upon the turnpike securities to Midsummer 1799, a sum of 1,897*l.* 17*s.* 6*d.* for interest had come to the hands of the said master, fellows and scholars; and that the funds so transferred to the said accountant-general then amounted, after payment of costs, as follows, to 26,394*l.* 3*s.* 8*d.* three per cent annuities; 503*l.* 17*s.* 3*d.* Bank stock; 1,000*l.* East India stock; 1,000*l.* three per cent annuities of 1726; and 846*l.* 10*s.* 11*d.* cash, besides the said turnpike securities; and that a compromise respecting the said trust had been come to between the Merchant Tailors Company and the said Thomas Harrison Andrew, whereby it was agreed that the sum of 2,610*l.* cash, with interest for the same at 5*l.* per cent, and also the sum of 2,666*l.* 13*s.* 4*d.* three per cent consols, should be allotted and appropriated out of the said funds for the purpose of establishing six civil-law scholarships or exhibitions, as near as might be to the intent of the said will, and that the residue of the funds in the said cause, after payment of costs, should be transferred to the said Thomas Harrison Andrew; and that at a meeting between the said master and wardens, and the president and scholars of St. John's College, Oxford, proposals had been laid before the said president and scholars for the establishing of six civil-law scholarships or exhibitions at that college from Merchant Tailors School to the effect following, viz. that the said two last-mentioned sums, and interest and dividends thereof, should be paid to the master and wardens of the said company for establishing the said scholarships or exhibitions so soon as the funds and accumulating interest would admit thereof, at 50*l.* per annum each, to be elected from the said school, and taken out of the bench or table thereof from among such as had been four years at least scholars in the said school, or from such other persons as had been at the bench or table, and in the school for four years, but had left the said school not under 16 nor above 20 years of age at the time of election, who were to continue 12 years, and not longer, and to be accounted civil-law scholars or civil-law exhibitioners, with such other provision respecting their residence and accommodation and studies at college, as therein mentioned; and that in case of the vacancy of a scholar, not exceeding six months, the pension should go to the next succeeding scholar, if longer than six months, to constitute a part of the accumulating fund after mentioned; and that until all the scholars or exhibitioners were elected, the interest of the funds, or such parts thereof as should not be applied to the paying the pensions, should be an accumulating fund, to be disposed of by the company as they should think proper, for the benefit of the said scholars; It is witnessed, that the said parties did thereby mutually covenant and agree that the said master and wardens should and would accept the said sum of 2,610*l.* cash, and interest for the same, from the date of the indenture now in recital, at five per cent; and also the sum of 2,666*l.* 13*s.* 4*d.* three per cent consols, with their costs, in full satisfaction of all their right and interest in the said funds, and in the money due on the said turnpike securities, the said Thomas Harrison Andrew to take the residue of the said funds and securities for his own proper use and benefit, and the same to be transferred to him accordingly; and that a bill should be filed in the said Court of Chancery on the part of the said Thomas Harrison Andrew against the said master and wardens, and also against the said president and scholars, for the purposes of carrying the said agreement into execution.

The above arrangement was subsequently confirmed by a Decree of the Court of Chancery, dated 21st June 1802; and by the same decree it was referred to the master to compute interest on the sum of 2,610*l.* from the date of the indenture, who accordingly computed the same, and reported that from the date of the said indenture to the 28th November 1802, being the date of such report, the said interest amounted to 247*l.* 2*s.* 3*d.* which being added to the sum of 2,610*l.* made the sum of 2,857*l.* 2*s.* 3*d.* to be paid to the defendants, the master and wardens of the said company, according to the decree. The

Merchant Tailors
Company.

Dr. John Andrew's
Exhibitions,
continued.

Merchant Tailors
Company.

Dr. John Andrew's
Exhibitions,
continued.

master further stated, that he had not taxed costs, as the parties had not brought their bills before him.

The above-mentioned sums so allotted by the said agreement and decree to the Merchant Tailors Company were transferred to them agreeably to the directions thereof. The said sum of 2,857*l.* 2*s.* 3*d.* was in February 1803, laid out in the purchase of 4,045*l.* 9*s.* 4*d.* three per cent consols, making, with the 2,666*l.* 13*s.* 4*d.* in the same stock before mentioned, the sum of 6,712*l.* 8*s.* 3*d.* three per cents.

This sum was augmented by an accumulating interest till it amounted to the sum of 10,000*l.* in that stock in the year 1818, at which time the trust was actively commenced by the establishment of six fellowships at St. John's, Oxford, of 50*l.* each.

In the interval between 1803 and 1818 the Merchant Tailors Company created scholarships from time to time as the funds admitted.

On the account of this fund there was a balance in the hands of the Company at Midsummer 1824, of 289*l.* which was laid out in the purchase of 313*l.* 5*s.* 7*d.* consols, and at Midsummer 1825, a further balance of 104*l.* 13*s.* 11*d.* which was laid out in the purchase of 140*l.* 10*s.* 8*d.* consols.

It is the intention of the Company to apply this surplus fund, together with the further accumulations, in adding to the annual income of the existing scholarships.

There are at present six scholarships of 50*l.* each, being the interest of the 10,000*l.* consols. The scholars, as vacancies occur, are elected by the Company on St. Barnabas's-day, from among the scholars of Merchant Tailors school, as near as may be, according to the directions of the founder.

RALPH BOLTON'S CHARITY.

Ralph Bolton's
Charity.

By a Deed Poll, dated 27th February 1648, *Ralph Bolton* reciting that he with the approbation of the Company of Merchant Tailors, had paid into the hands of the master and wardens of the same company the sum of 466*l.* 13*s.* 4*d.* upon condition that they should pay yearly, for ever, by quarterly payments, the sum of 20*l.* to him the said *Ralph Bolton* during his life, and after his decease, to such person or persons as he by his last will, or other deed in writing under his hand and seal, should appoint to receive the same, towards the maintenance of a free-school in the parish of Audlen, in the county of Chester, or for such other charitable uses as he by his last will, or other deed or writing under his hand and seal, should appoint, did grant and assign unto *William Massey*, esq. and eight other persons therein mentioned, the said yearly sum of 20*l.*, to hold the same to them, their executors and assigns, for ever, to and for the use and maintenance of a master of a free-school to be built at Audlen aforesaid, the said master to be single, and an University-man; and he did thereby give and grant authority to the said trustees, or any five of them, or the survivor of them, his executors and assigns, or such other person or persons as the said trustees, or any five of them, or the survivor of them, should from time to time, under his or their hands and seals, substitute and appoint to receive from the master and wardens of the said company, the said annuity of 20*l.*; and he further declared, that as often as the said trustees should die, that then the parishioners of the said parish should choose four other persons, or so many as should be defective, to be added from time to time to the said trustees, that so their number might continue nine; and he declared that any five of the said nine should act in the premises for the whole body, and directed that the master of the said school should not admit above 30 scholars, who were not children of the parish of Audlen, without the consent of five of the trustees at least, under their hands in writing.

The company have no other instrument explaining the trusts of this institution; nor does it appear whether the trusts have been regularly transmitted by fresh appointments, or who at present act in that capacity. All that is known by the company is, that the annual sum of 20*l.* is paid to the schoolmaster: they do not interfere in the local management of the school; the inquiry therefore remains to be completed by examination at Audlen, the place where the charity is carried into effect.

HENRY COLBORN'S CHARITY.

Henry Colborn's
Charity.

Henry Colborn or *Colbron*, by a Codicil to his Will, dated the 1st August 1655, gave and bequeathed to the master and wardens of the Merchant Tailors Company

Company the sum of 1,000*l.* upon trust, therewith to purchase lands for erecting a free-school, and the endowment and maintenance thereof, to be kept in Ashwell, in the county of Herts; and he gave the said master and wardens 100*l.* for their pains, and also the nomination of the schoolmaster there for ever.

Mr. Colborn's effects proving insufficient, the company, under a Decree of the Court of Chancery in 1664, were obliged to accept 701*l.* 5*s.* in lieu of the 1,000*l.* from which was deducted 63*l.* 15*s.* being their own share of the 100*l.* so left to them, leaving the sum of 637*l.* 10*s.* for the purposes of the charity, out of which latter sum the company purchased land, and thereon a free-school was built at Ashwell, which, including the land, cost 290*l.* the charity being credited with the balance, amounting to 347*l.* 10*s.* upon which the company allow interest at 5*l.* per cent, making the income of the trust 17*l.* 7*s.* 6*d.*

In the course of the past year (1825) this school has been entirely re-modelled, and is now conducted upon the system of the national schools. The premises consist of a neat school-house, with a garden and paddock attached, containing together about 1½ acre of land. The old master, from infirmity becoming incapable of discharging the duties, was allowed to retire towards the latter end of last year (1825), the company agreeing to allow him a pension of 31*l.* 10*s.* per annum, being the full amount of his salary; and a new master was appointed, competent to conduct the school upon the national plan, to whom they pay 40*l.* per annum.

The course of education is reading, writing, and arithmetic, which are taught free of expense, and about 30 poor children profit by the instruction thus afforded. The school-house and premises are now undergoing repair, at the cost of the company, which, according to estimate, will be about 80*l.* Thus it appears that the funds of the charity have not only been faithfully applied, but very considerably aided by the free bounty of the company.

WILLIAM TUDOR'S CHARITY.

William Tudor, in the year 1655, gave to the master and wardens of the Merchant Tailors Company the sum of 50*l.*, in consideration whereof they undertook to pay, for ever, 2*l.* 10*s.* the interest, yearly, to the wardens substitutes, to be by them distributed to the poor of the said company by 2*s.* 6*d.* per quarter.

This sum of 2*l.* 10*s.* is yearly carried to the company's general fund for the relief of the poor, and applied accordingly.

WILLIAM TUDMAN'S CHARITY.

William Tudman, in the year 1657, paid to the master and wardens of the Merchant Tailors Company 250*l.* in consideration of which, the said master and wardens, by deed under their common seal, bearing date the 5th June 1657, covenanted to pay 12*l.* per annum, for ever, to the parish of St. Mildred, in the Poultry, London; and in consideration of the further sum of 50*l.* paid by the said William Tudman to the said master and wardens, they further agreed to pay to the wardens substitutes 2*l.* 10*s.* yearly, to be distributed by them to the poor of the said company.

The 12*l.* per annum is paid to the poor of St. Mildred, in the Poultry, on the receipt of the churchwardens, and the sum of 2*l.* 10*s.* is yearly carried to the company's general fund for the relief of the poor, and applied accordingly.

EDWARD RENNECK'S CHARITY.

Edward Renneck, by his Will, made in 1656, gave to the master and wardens of the Merchant Tailors Company 100*l.*, to be lent out to two young men free of the company, for two years, paying 20*s.* per annum a-piece for the same; the 40*s.* per annum to be distributed to the poor of the company at Christmas, at the discretion of the master and wardens.

This sum of 100*l.* is not now lent out, and is supposed to have been lost by the failure of the borrowers and their sureties; the sum of 40*s.* is, however, applied annually, as directed for the relief of the poor of the company.

FOWLK PARRY'S CHARITY.

Fowlk Parry, by his Will, in 1658, gave to the master and wardens of the Merchant Tailors Company 50*l.*, the interest whereof he directed to be distributed by the wardens substitutes to the poor of the company yearly, for ever.

Merchant Tailors
Company.

Henry Colborn's
Charity,
continued.

William Tudor's
Charity.

William Tudman's
Charity.

Edward Renneck's
Charity.

Fowlk Parry's
Charity.

Merchant Tailors
Company.

Fowlk Parry's
Charity,
continued.

Walter Bigg's
Charity.

This is not specifically applied, but merged in the company's general fund, and to be considered as included in the general account of their annual charities to the poor to the amount of 2*l.* 10*s.*

[See concluding statement.]

WALTER BIGG'S CHARITY.

By an Indenture, dated 6th June 1659, made between *Walter Bigg*, of Wallingford, Berks, esquire, of the one part, and the master and wardens of the Merchant Tailors Company, of the other part, reciting that Robert Flood, esquire, by an Indenture of Lease, dated 20th February 1612, had demised, amongst other things, unto John Harman, all that messuage and tenement, with the appurtenances, situate in the parish of St. Giles in the Fields, Middlesex, then in the occupation of Philip Lord Wharton, together with the hereditaments and appurtenances belonging to the same, to hold the same to the said John Harman, his executors, administrators, and assigns, from the date of the said indenture, for the term of 1000 years, which said lease by mesne assignments had come to the possession of the said Walter Bigg; It is witnessed, that the said Walter Bigg, for the nominal consideration therein mentioned, assigned to the said master and wardens and their successors, all the said premises, to hold to them and their successors for the remainder of the said term of 1000 years, upon condition, that they should permit and suffer the said Walter Bigg, to enjoy the same during his life, and after his decease, then in trust, that the said master and wardens and their successors should bestow the rents and profits of the same premises in manner following, viz. 10*l.* thereof yearly, during the said term, to be paid to four of the poor men which were or should be from time to time of the said company half yearly, and also one other 10*l.* by the year to and amongst 10 of such poor persons in the borough of Wallingford, half-yearly, share and share alike, as should receive collections from the churchwardens or overseers of the poor there, which said last-mentioned 10*l.* should be from time to time distributed to and amongst such poor persons there as the mayor and aldermen of the said borough, and the minister of the Church of St. Mary, in Wallingford for the time being, or the major part of them, whereof the said minister to be one, should from time to time think fit and convenient.

And also one other 10*l.* by the year to such person or persons, half-yearly, as should from time to time be elected to be a schoolmaster in a free grammar-school thereafter to be erected in Wallingford aforesaid, which school-master should be chosen by the mayor and aldermen of the said borough for the time being, or the greater part of them, out of three such persons as the minister of the said parish-church of St. Mary should nominate to the said mayor and aldermen, and not otherwise; and until the said free grammar-school should be erected the said 10*l.* should be applied towards the erecting of such free grammar-school; and upon further trust and confidence, that the said master and wardens should lay out all such sum or sums of money as should be from time to time raised and received upon any demise or grant of the said premises as a fine, over and above the said yearly rent, in and about the necessary repairs and building of the said messuage and premises.

The house and premises described in the said deed are now in the possession of the said company, who have demised the premises from time to time, and applied the rents in the manner directed by the above-mentioned deed. No such fines as were contemplated by the deed are taken, but the company keep the premises in repair, or provide for their being so kept, by the terms of the demises.

The first sum of 10*l.* is paid to four poor members of the company in sums of 12*s.* 6*d.* each per quarter, the other two sums of 10*l.* each are paid to the mayor and aldermen of Wallingford, the company not pursuing them farther.

[See 1st Rep. p. 65, where the local application of the said two sums of 10*l.* and 10*l.* appears.]

LADY JANE MAYNARD'S CHARITY.

Lady J. Maynard's
Charity.

Lady *Jane Maynard*, by her Will, dated 14th March 1660, reciting, that she was legally possessed of two messuages or tenements, with the appurtenances, and divers lands, containing by estimation, 3 score and 13 acres, lying in the parish of Leicham, in the county of Kent, and divers marsh-lands containing by estimation 138 acres, called Romney Marsh, in the said county, devised

devised the same to certain persons therein mentioned, successively in tail male, and in default of issue as therein mentioned, to R. Thompson, R. Raworth, and Charles Chamberlain, their heirs and assigns, for ever, upon trust, (*inter alia*) to grant to the master and wardens, assistants, and society of the Merchant Tailors Company, and their successors, for ever, one moiety or yearly rent of 50*l.* of lawful money to be issuing out of the said marsh-lands and premises, upon trust, to dispose of the same to such honest well-disposed free-men of their company as should have served apprenticeships, and should be about to set up their trades, in such proportions and manner as the master, wardens, and assistants of the said company should think fit, the said annuity to be paid on the 1st day of November and the 1st of May in every year, with full powers of entry and distress.

Merchant Tailors
Company.

Lady J. Maynard's
Charity,
continued.

By an Indenture, dated 20th April 1711, the co-heirs in gavel-kind of the said R. Thompson, the only surviving trustee under the said will, granted an annuity of 50*l.* to the Merchant Tailors Company, to be issuing out of the premises in the said will mentioned, upon the trusts aforesaid.

The annual sum received by the company is 40*l.* per annum, (10*l.* being deducted for land-tax), which the company distribute yearly to four poor young men about to set up trade. The sum which they give to each is 10*l.* 10*s.*, being an excess of 2*l.* in disbursement beyond the receipt.

SIR ABRAHAM REYNARDSON'S CHARITY.

Sir *Abraham Reynardson*, by Will, dated 10th May 1661, gave to the master and wardens of the Merchant Tailors Company 300*l.*, in consideration of which they afterwards, by deed, dated 6th December 1662, settled an annuity of 16*l.* per annum, to be issuing out of a house belonging to them in Cornhill, to be distributed as follows, viz. among six poor men and six poor women of the company, for ever, 6*s.* 8*d.* a-piece quarterly.

Sir A. Reynardson's
Charity.

The company pay to the above pensioners 10*s.* 6*d.* a quarter, instead of 6*s.* 8*d.*, being an excess of 9*l.* 4*s.* per annum beyond the stipulated amount.

ALDERMAN JEFFERY ELWES'S CHARITY.

Jeffery Elwes, by his Will, dated 8th April 1666, gave and bequeathed to the master and wardens of the said company the sum of 400*l.* to be disposed and distributed according as the wardens of the company for the time being, and his friends, Sir William Craven, knight, and Mr. John Vernon, or the survivors of them, in their wisdom should think fit to devise and determine, for the perpetual relief of the poor.

Alderman J. Elwes's
Charity.

It appears that the 400*l.* was received by the company, who have regularly accounted for an annual sum of 20*l.* as interest for the same, at five per cent, which yearly sum of 20*l.* they distribute in part among their own poor at Christmas, in sums of one guinea each, confining the relief to such as have no pension above 3*l.* per annum, and the remainder is given in small sums to such as apply for vacancies and are disappointed, as some little compensation for their trouble of attendance. The whole of the fund is thus annually disposed of.

ANDREW DANDY'S CHARITY.

Andrew Dandy, by Will, dated 29th March 1673, gave and bequeathed to the master and wardens of the Merchant Tailors Company his houses and ground in St. Thomas the Apostle, within the City of London, to hold to them and their successors for ever, upon trust, yearly, to pay out of the rents and profits thereof, to 12 poor men and women in their almshouses on Tower Hill, or where they might judge best, having little or no pension or allowance, 20*s.* a-piece per annum, towards their maintenance; and further to pay to six poor men or women, that have been laborious and pious inhabitants of the parish of St. Sepulchre, without Newgate, 20*s.* per annum a-piece, for ever; to six poor men or women of the parish of St. Giles, Cripplegate, London, 20*s.* per annum a-piece, yearly, for ever; and to six poor men or women of the parish of St. Botolph Bishopsgate, 20*s.* per annum a-piece, for ever; provided, that should the rent be deficient to pay the said several pensions, the same were to be abated in proportion.

Andrew Dandy's
Charity.

And upon the expiration of the existing lease and improvement of the rent, to pay such improvement to so many poor men and women of the said company, as such future improvement would amount to at 20*s.* per annum, each

Merchant Tailors
Company.

Andrew Dandy's
Charity,
continued.

man and woman to be elected at the discretion of the master, wardens and court of assistants of the said company.

The premises devised by this will, yielding only 24*l.* per annum, abatements have been made out of the several pensions as directed ; and the following are the proportions now paid to the several objects of this charity.

The sum of 9*l.* 12*s.* per annum is yearly applied with other funds to the support of the almswomen in the company's almshouses in Rosemary-lane, and carried to that account accordingly.

The company pay yearly 4*l.* 16*s.* to six poor persons of the parish of St. Sepulchre, to each 16*s.* by quarterly payments.

In like manner 4*l.* 16*s.* yearly is paid to six poor persons of the parish of St. Giles, Cripplegate, and 4*l.* 16*s.* to six poor persons of the parish of St. Botolph without Bishopsgate, recommended to the company by the above-mentioned parishes respectively.

The charity-property, being a house in Tower Royal, is let for 28 years from Midsummer 1800 at the rent of 24*l.* The present tenant holds upon a repairing tenure, and upon the expiration of the subsisting lease some improvement of the rent is considered as probable.

HENRY RICHARDS'S CHARITY.

Henry Richards's
Charity.

Henry Richards, by his Will, dated 29th January 1674, gave to the master and wardens of the company of Merchant Tailors 500*l.* upon trust, that the same should be lent out on good real or personal security, unto young men of the said company, in such manner and during such time as the master, wardens and assistants of the said company should think fit, at 4*l.* per cent interest, payable half-yearly, for their advancement in trade, the interest of the said money to be disposed of amongst so many of the poorest and most impotent widows, children, or other persons belonging to the company, or the members thereof, as the master, wardens and assistants for the time being should appoint.

The company received the said sum of 500*l.* but they do not appear to have given effect to the first part of the above charity respecting the loans to young men of the company. The sum of 21*l.* is however, in consideration of the said bequest, applied, yearly, for the relief of 10 of the poorest and most infirm women, widows of freemen of this company, by 2*l.* 2*s.* to each, which is paid quarterly, being 1*l.* per annum more than the interest of the principal sum given at four per cent.

JAMES CHURCH'S CHARITY.

James Church's
Charity.

By a Deed Poll, bearing date 16th January 1681, setting forth that *James Church*, a member of the same company, had given and paid to the master and wardens thereof 500*l.* upon trust, that they and the major part of the court of assistants of the said company should pay the sum of 20*l.* yearly to the said James Church during the term of his natural life, and after his decease dispose of the said principal sum of 500*l.* as follows ; viz. 200*l.*, parcel of the said 500*l.*, to be lent to four young men free of the said company, on good security, for two years, gratis, by 50*l.* to each, and so from two years to two years, and to pay the interest of the 300*l.*, remainder of the said 500*l.*, at four per cent, being 12*l.* per annum, to 12 poor men and 12 poor women, free of the said company, who had no pension of the said company, and who should frequent the church during Divine Service, which poor persons should be called and paid by the name of Mr. James Church's pensioners, the said master and wardens covenanted and agreed with the said James Church, his executors, and administrators, to perform and execute the said charitable objects and trusts.

As nothing appears in the books of the company respecting the 200*l.* to be lent out as above mentioned, the probability is that it has been lost by the insolvency of the borrowers and their sureties.

In reference to the sum of 300*l.*, the remainder of the sum of 500*l.*, the company pay 12 guineas annually to 12 poor men and 12 poor women, freemen, and their widows, being half a guinea each, on every Good-Friday, who are required to attend at the Company's Hall on that day, and to follow such of the company as go to church, attended by the company's beadles.

CHRISTOPHER PITT'S CHARITY.

Christopher Pitt's
Charity.

Christopher Pitt, by Deed, gave to the master and wardens of the said company the sum of 300*l.*, in consideration of which, the company, by indenture, dated 16th August 1683, covenanted to pay to six poor men or women free of the company, 10*s.* quarterly, each, for ever. The

The company pay 12*l.* 12*s.* per annum, to six poor women, each 2*l.* 2*s.* by quarterly payments of 10*s.* 6*d.*, being an over-payment of 12*s.* per annum.

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Company.

JUDITH ALSTON'S CHARITY.

It appears from an entry in the books of the company that *Judith Alston*, in the year 1687, gave the sum of 300*l.* to the company, upon condition to pay 5*l.* a year to the vicar of St. Giles, Cripplegate; 5*l.* a year to the rector of St. Andrew, Holborn; and 5*l.* a year to the rector of St. Mary, Whitechapel; which said several sums were to be applied to the use and benefit of the poor of those several parishes.

Judith Alston's
Charity.

And it further appears from the same entry that a security was given under the common seal of the company to the donor, and that three several bonds were given to the incumbents of the above-mentioned parishes to pay the annual interest aforesaid.

These sums are annually paid by the company to the respective incumbents of the said parishes; but the company do not interfere with the application of the money.

JOHN WILLIAMS'S CHARITY.

John Williams, by Will, dated 12th November 1712, gave to the master and wardens of the said company 50*l.* which was owing to him by the company on bond, upon trust, to pay certain annuities to six persons therein named of 10*s.* to each, and after their decease to pay 3*l.* yearly to six poor cutting-tailors of the said company, or their widows, being real objects of charity.

John Williams's
Charity.

The sum of 3*l.* is carried to the company's general fund for the relief of the poor, and applied accordingly.

ABIGAIL SOLLY'S CHARITY.

Abigail Solly, by Will, dated 9th July 1719, gave and devised to the master and wardens of the same company all her lands and estate situate at Godstone, in the county of Surrey, to hold to them and their successors for ever, upon trust, to pay and apply so much of the rents as might be necessary in keeping clean and repairing the tombstone set up by her over the vault where her late brothers, Joseph and Nathaniel Solly, lay interred, in the burying-ground in Bunhill-fields, and to apply the surplus of the rents and profits of the same among the poor men and women that receive alms of the company, in such proportions as they should think fit, yearly in the month of December for ever, deducting thereout the reasonable charges of receiving the rents and keeping the premises in repair.

Abigail Solly's
Charity.

The rent of the charity-property, which is situate at Godstone, and consists of pasture and woodland, is 13*l.* per annum; but the company pay yearly to two poor widows each 10*l.* 10*s.* by quarterly payments, making an excess in the payments, beyond the receipts, of 8*l.* per annum. Some years ago a considerable sum was expended in the repairs of the tombstone which has been duly accounted for.

CHARITIES OF THOMAS AND SUSANNAH TOWNSEND.

Thomas Townsend, by Will, dated 16th May 1789, granted to the master and wardens of the Merchant Tailors Company a leasehold house in Old Broadstreet, and all the profits and advantages therefrom, to hold to them and their successors for ever, after the decease of his wife, upon trust, to apply the rent thereof towards the establishment and continuance of religion and morality, by supporting an evening lecturer in the parish-church of St. Michael, Crooked-lane, on the Thursday evening, at six, throughout the year, beginning at six, or between six and seven, except in passion-week, when it might be on Friday evening instead, but optional in the elected; and the election of a fit and proper person to read the prayers of the Church of England, and preach, to be with the said master and wardens, or a majority of them; but if equal, the senior member of the court of assistants to give the casting vote, and the choice to be made in June, every third year; and no rector or vicar to be elected, nor any one person twice, or twice three years in succession; and that the duty should not be done by deputy, except in case of illness or great emergency, with certain directions, in case of the death of the elected before the expiration of three years, for supplying the vacancy in manner therein particularly mentioned; the appointment to take place in the June after testator's death, or so soon after as

Charities of
Thomas and Su-
sannah Townsend.

Merchant Tailors
Company.
Charities of
Thomas and Su-
sannah Townsend,
continued.

might be ; and the said testator directed, that the rents and profits should be applied as follows : five tenths, free of deduction, to the clergyman ; two tenths to the parish-clerk for finding candles, and his attendance ; one tenth towards a fund for renewing the lease of the premises and all expenses ; one tenth to the master and wardens for their trouble ; 40s. out of which should be allowed to the clerk of the company to keep an account of all the transactions, payments, and receipts, in separate books, intituled, “ Townsend’s Bequests ;” and the remaining one-tenth to be divided between the parishes of St. Michael, Crooked-lane, if the lecture should be established there, if not, to such other parish where it might be established, and St. Benet Fink, towards defraying the poor rates of the said parishes for ever ; and after the continuance of the lecture for 100 years, the premises and profits were left by the said testator for the company of Merchant Tailors for ever, to do therewith what they thought proper, except the one-tenth between the parish where the lecture was to be read and St. Benet Fink.

Susannah Townsend, by Will, dated the 28th July 1810, gave the company 200 *l.* per annum Long Annuities, to be appropriated for the use of the lecture directed by the will of her late husband, instead of the house in Old Broad-street, the bequest of such house being void by the statute of Mortmain.

The company accepted this bequest of Mrs. Townsend under the trusts of Mr. Townsend’s will, but it became necessary, for many reasons, to carry into effect the above wills by a suit in Chancery, under which, by a decree, dated 15th December 1813, the 200 *l.* a year Long Annuities were sold, and after re-paying the company the legacy-duty, and discharging the costs of the suit, the surplus was in virtue of the same decree invested in the purchase of 4,525 *l.* three per cent. Reduced Annuities, now standing in the company’s name, the interest of which, amounting to 135 *l.* 15 *s.* per annum, is applied under the same decree as follows, viz.

	£.	s.	d.
To the lecturer, the Rev. J. B. Deane - - - - -	75	8	4
To the parish-clerk of St. Michael, Crooked-lane - - - - -	30	3	4
To the churchwardens of the said parish - - - - -	7	10	10
To the churchwardens of St. Benet Fink - - - - -	7	10	10
To the master, wardens, and clerk of the company - - - - -	15	1	8
£.	135	15	-

JOHN HOWDEN’S CHARITY.

John Howden’s
Charity.

By Indenture, an extract of which appears in the company’s papers, (with-out date) made between the master and wardens of the one part, and the said John Howden of the other part, the said master and wardens, in considera-tion of 333 *l.* 6 *s.* 8 *d.* in money, and certain plate, paid by the said John Howden, agreed for themselves and their successors to pay yearly, for certain uses (forfeited as superstitious) 7 *l.* 10 *s.* 11 *d.* and to expend at the same time yearly, for ever, in coals, to be distributed amongst the poor of Abchurch 10 *s.* and to the poor there 5 *s.* 9 *d.* yearly, for ever. To the master and wardens yearly for ever 5 *s.* 8 *d.* To the clerk and beadle yearly for ever 1 *s.*

The superstitious uses were purchased by the company, in the 4th year of Edward 6th, and confirmed by 4th James 1st.

The sum of 15 *s.* 9 *d.* is annually paid to the parish of Abchurch, and the master and wardens, clerk, and beadle of the company receive the above pay-ments of 5 *s.* 8 *d.* and 1 *s.* yearly.

WILLIAM MOORE’S CHARITY.

William Moore’s
Charity.

William Moore, by his Will, an extract of which appears in the company’s books without date, gave to the master and wardens of the Merchant Tailor’s Company, an annuity of 20 *s.* for ever, to be issuing out of a tenement lying in the parish of St. Andrew Undershaft, in London, and payable by the church-wardens of the same parish, which annuity he directed to be yearly paid and distributed amongst such of the company as had been wardens substitutes in decay.

This annuity is duly paid by the churchwardens of the parish of St. Andrew Undershaft, but is not specifically applied, being merged in the general funds of the company, and disposed of in their general charities, there not being now any such persons as wardens substitutes.

SIR WILLIAM TURNER'S CHARITY.

Sir *William Turner*, by his Will, bequeathed to the Merchant Tailors Company the sum of 300*l.* upon the following condition, viz.; that the master and wardens should pay 3*l.* a-piece to three poor clothworkers every year, for ever.

It appears by the pension-book of the company that the sum of 9*l.* is yearly paid to three poor clothworkers, to each 3*l.* by quarterly payments. The same persons continue to receive the annual bounty, and as they die off their vacancies are filled up by the company.

The date of the will is not recorded in the said book, but the charity appears to have been in operation for a very long period.

Merchant Tailors
Company.

Sir W. Turner's
Charity.

WALTER HULL'S CHARITY.

Walter Hull, by Will, an extract of which appears in the books of the company without date, gave to the master and wardens of the same company, an annuity of 2*l.* 4*s.* per annum, payable by the parish of St. Olave, Hart-street, out of certain property bequeathed to the said parish by the said *Walter Hull*, upon trust, to be disposed of to two poor members of the company, by 5*s.* the quarter, and to the clerk of this company 4*s.* for receiving and disposing of the same.

Walter Hull's
Charity.

The company pay two poor members 10*s.* 6*d.* per quarter each, and 4*s.* to the clerk, making an annual payment of 4*l.* 8*s.* which payment is referred to the charity of *Walter Hull*, in the account, being an excess beyond the receipt of 2*l.* 4*s.* per annum.

GERARD BRAYBROOKE'S CHARITY.

Respecting this gift, the company have no record whatever in their books, but they have been informed by the parish-officers of St. Martin Outwich, that *Gerard Braybrooke* gave by Will an annuity of 2*l.* which had been purchased by him of the Company of Merchant Tailors, issuing out of all their lands, for the following purpose, viz.

G. Braybrooke's
Charity.

To maintain an obit in St. Martin Outwich, London, whereat should be spent 6*s.* yearly, the residue to go to the company.

The company purchased of the Crown, in the fourth year of Edward the VI., 3*s.* 9*d.*, part of the above mentioned 6*s.*, and they pay 2*s.* 3*d.*, the remaining part thereof to St. Martin Outwich, yearly; the reason of which payment they are unable to explain from their own books, but refer to the said parish of St. Martin Outwich for information on that subject.

THOMAS ROBERTS'S CHARITY.

Thomas Roberts, by his Will, dated the 14th day of April 1824, gave to the master and wardens of the said company 2,000*l.* three per cent consolidated annuities, upon trust, to distribute the interest and dividends thereof annually, at their discretion, among the poor almswomen of the company, at their almshouses near Tower-hill.

Thomas Roberts's
Charity.

The testator before his death wrote in the margin opposite to this bequest South Sea annuities, and his executors, upon his decease, which took place about the month of June 1825, applied to the company to know which stock they would prefer; the company however having referred it to the executors, the sum of 2,000*l.* old South Sea annuities was transferred into the names of the master and wardens of the company.

The interest, amounting to 60*l.* per annum, is equally distributed among the company's almswomen, by payments of 2*l.* per annum to each.

MERCHANT TAILORS SCHOOL.

Several benevolent members of the Court of Assistants of the Merchant Tailors Company, (among whom was Sir Thomas White) in the year 1561, agreed to institute a school, and for that purpose premises were purchased by the said court from the funds of the said company in the parish of St. Lawrence Pountney, called the Manor of the Rose, for establishing a school, principally for the children of the citizens of London, towards which object Mr. Richard Hills gave 500*l.*, but the company have no copy of the purchase-deed, nor have they any books or records previous to 1562, the whole of the original documents having been burnt in the fire of London, by which also the original buildings were destroyed, though the school still stands on the

Merchant Tailors
School.

Merchant Tailors
Company.

Merchant Tailors
School,
continued.

same site, as appears from Stow's London, and from the preface to the statutes made by the company for the regulation of the school, in which it is stated that "the master, wardens and assistants, in the names of all the whole body of the company of the Merchant Taylors in London, have for the better education, and bringing up of children in good manners, and literature, erected a school within the parish of St. Lawrence Pountney in London; and also meet and convenient lodgings for a schoolmaster and three ushers to inhabit and dwell in."

The expense of supporting this establishment has been defrayed solely by the Merchant Tailors Company, out of their general funds, without any specific portion thereof having been assigned or set apart for this object; nor is there any other property belonging to the school besides the school-premises which now consist of a school-house, the house of the head master, a chapel, a library, and a cloister, the same having been erected after the fire by voluntary contributions.

Under the above circumstances we have considered the school in question as exempt from our inquiry.

A Statement of the Origin and Foundation, Improvements, Funds and Costs of the Almshouses belonging to the Merchant Tailors Company.

A Statement of the
origin, &c. of the
Almshouses be-
longing to the
Merchant Tailors
Company.

In the year 1588 the Merchant Tailors Company came to the determination of erecting almshouses for the reception of the poor widows of liverymen and freemen of their fraternity, and in the year 1593, seven almshouses were accordingly built at Tower-hill, on land belonging to the company, and fitted up for the accommodation of 14 almswomen.

The expense of these buildings amounted to 436*l.* 16*s.* 1*d.*, and was borne by the company, aided only by the gift of a certain quantity of timber from Mr. Alderman Ratcliffe, then a member of the court.

It was proposed, when the almshouses were completed, that such gentlemen of the court as felt inclined, should place therein a poor widow, and make provision for the maintenance of her and her successors for ever, in consideration whereof it was agreed that each gentleman so doing should have the right of electing successors to his almswoman dying, for the period of his life, but that after his death such right should devolve upon the company.

In the course of a short time the 14 almswomen were chosen, and placed in the almshouses upon these terms, and the sum of 16*d.* per week was paid to each of them for their support, by their respective patrons; some of these continued to pay their almswomen until they found appropriate investments in freehold property, which they either immediately transferred, or ultimately devised, to the company, upon trust, for the perpetual maintenance of their respective almswomen; others paid into the corporate funds of the company the sum of 56*l.* each, which was considered as a redemption of the annual charge of maintaining an almswoman, and in consideration whereof, the company undertook the future maintenance of each almswoman (to the extent of 3*l.* 9*s.* 4*d.* per annum) in respect of whom such payment was made.

It appears by an agreement entered into between the company and Mr. Robert Dowe, a member of the court, in the year 1610, that two of the almswomen were always to be chosen from the parish of St. Botolph without Aldgate, in the manner therein particularly stated, and this agreement has been strictly observed from that time to the present day.

In the year 1637 the company determined upon building 12 additional almshouses for the accommodation of 12 more poor widows, which was accordingly done, partly with money subscribed for that purpose, and partly at the corporate charge.

The number of almswomen was thus increased to 26, and the allowances made to them have been from time to time augmented as the rents of the estate left for their support have increased.

In the year 1767, the company rebuilt the almshouses on Tower Hill at an expense of 2,000*l.* the whole of which was borne by the company, no funds whatever having been bequeathed or subscribed for that purpose.

In consequence of the dilapidated state and confined situation of the old almshouses, the company in the course of the last year (1825), resolved upon erecting

erecting new almshouses at Lee, in Kent, for the accommodation of 30 almswomen, being an addition of four to the present number, which resolution was immediately carried into effect, and the new houses will be ready for the reception of the poor widows in the course of this year, (1826.)

The cost of these almshouses, including contingences, will, it is calculated, amount to 10,000*l.* or thereabouts.

A statement of the annual receipts and expenditure on the almshouse account is subjoined, from which it will be seen that the company exceed by their annual expenditure the income of the property left for the support and maintenance of this establishment, by the sum of 9*l.* 18*s.* 5*d.* per annum; but by the addition of four almswomen to the present number, and the outlay in building the new almshouses, computing interest thereon at the rate of 5*l.* per cent per annum, such excess will amount to 610*l.* 7*s.* 9*d.* per annum. Some improvement is expected in the rents of the property left for the support of the almswomen; and in case a surplus income should arise, it is intended to be distributed by the company for the benefit of the almspeople.

Merchant Tailors Company.

A Statement of the origin, &c. of the Almshouses belonging to the Merchant Tailors Company, continued.

ALMSHOUSE ACCOUNT in Account with the MERCHANT TAILORS COMPANY.

Dr.			Cr.		
1825:	£.	s. d.		£.	s. d.
To amount of annual receipt on account of			By 26 almswomen, at 17 <i>l.</i> per annum each	442	- -
Reynold Barker's gift	21	- -	- Mr Roberts's bequest, 2 <i>l.</i> per annum	52	- -
- Hugh Candish's ditto	37	1 8	N. B.—Besides these sums the almswomen receive 4 <i>l.</i> per annum each, as Harrison's pensioners, making together the sum of 23 <i>l.</i> per annum each, paid to them in money.		
- Andrew Dandy's ditto	9	12 -	By extra allowance to infirm old almswomen for assistance, upon an average of the last four years	42	5 7
- R. Dowe's ditto	13	11 4	- Shoes, hose, &c. to 26 almswomen, 11 <i>s.</i> each	14	6 -
- Lady Ducie's ditto	5	- -	- Linen and camlet for gowns and shifts for 26 almswomen, at 1 <i>l.</i> 7 <i>s.</i> 4 <i>d.</i> each	35	11 -
- Robert Gray's ditto	106	12 -	- Black cloth gowns once in three years, 44 <i>l.</i> 17 <i>s.</i> ; average per annum	14	19 -
- Robert Hawes and others	102	- -	- Paid on return of gowns of the deceased almswomen; average two per annum 10 <i>s.</i> each	1	- -
- John Hyde's ditto	5	- -	- Lamplighter per annum	4	4 -
- Robert Jenkinson's ditto	7	- -	- New River Company	4	4 -
- William Parker's ditto	7	10 -	- Royal Exchange Insurance	2	16 9
- R. Shipham's ditto	2	10 -	- Coals, 39 chaidrons, 1½ chaldron to each almswoman, taken at 56 <i>s.</i>	109	4 -
- Thomas Sutton's ditto	354	10 -	- Repairs; average last four years	26	11 1
- John Wooller's ditto	5	4 -			
- R. Woolley's ditto	2	12 -			
- Thomas Roberts's ditto	60	- -			
Annual excess of payments on the alms-house account	9	18 5			
	£.	749 1 5		£.	749 1 5
Future annual excess of payment beyond receipts	610	7 9	By balance brought down	9	18 5
			- Four additional almswomen, 17 <i>l.</i> per annum each - £. 68	- -	
			- D ^r Mr. Roberts's bequest 2 <i>l.</i> per annum each	8	- -
			- Hose and shoes for ditto, 11 <i>s.</i> each	2	4 -
			- Linen and camlet for ditto, 1 <i>l.</i> 7 <i>s.</i> 4 <i>d.</i> each	5	9 4
			- Coals, 1½ chaldron each	16	16 -
			- Interest on about 10,000 <i>l.</i> , the cost of the new almshouses at Lee, at 5 <i>l.</i> per cent	500	- -
	£.	610 7 9		£.	610 7 9

MERCHANT TAILORS COMPANY in Account with their Charities.

Dr.	£.	s.	d.	Cr.	£.	s.	d.
By annual amount received on account of Dr. John Andrew's trust ; viz. dividend on 10,000 <i>l.</i> three per cent consolidated bank annuities - - - - -	300	-	-	To annual amount of payments on account of Dr. John Andrew's trust ; viz. to six exhibitors at St. John's College, Oxford, 50 <i>l.</i> per annum each - - - - -	300	-	-
N. B.—There stands at present to the credit of this account 10,453 <i>l.</i> 16 <i>s.</i> 3 <i>d.</i> three per cent consols, the surplus dividends upon which, beyond the 300 <i>l.</i> per annum specifically applied, being allowed to accumulate for the purpose of increasing the value of the exhibitions when of sufficient consequence to divide.							
Judith Alston's ditto : By interest per annum - - - - -	15	-	-	Judith Alston's ditto : To the Rector of St. Andrew, Holborn, per annum - - - £. 5 - - - Vicar of Cripplegate - 5 - - - Rector of Whitechapel 5 - -	15	-	-
J. Braybrooke's ditto : By annuity - - - - -	-	2	3	J. Braybrooke's ditto : To the parish of St. Martin Outwich - - - - -	-	2	3
Walter Bigg's ditto : By a rentcharge - - - - -	30	-	-	W. Bigg's ditto : To four pensioners, at 2 <i>l.</i> 10 <i>s.</i> per annum each - - - £. 10 - - - poor of Wallingford in Berkshire, per annum - - 20 - -	30	-	-
R. Bolton's ditto : Annuity - - - - -	20	-	-	R. Bolton's ditto : To the schoolmaster of Audlem - - - - -	20	-	-
C. Boone's ditto : Rentcharge payable by the city of Hereford - - - - £. 40 - - Rent of at Lee - - 31 - -	71	-	-	C. Boone's ditto : To six almspeople at Lee Hospital, 2 <i>s.</i> per week each, per annum £. 31 4 - - Chapel-clerk, per annum - 4 - - - Schoolmistress, per annum - 17 - - - D ^o allowance 4 <i>s.</i> per week 10 8 - - Allowance for fuel 13 <i>s.</i> each 3 18 - - Schoolmistress, ditto - 2 2 - - Insurance against fire - 1 14 6 - Six almswomen 3 <i>s.</i> 6 <i>d.</i> each, in lieu of dinners on visitation-day - - - 1 1 - - Donation to schoolmistress, clerk, and children - 1 - - - Reader of prayers - 12 - - - Clerk of the company - 2 - - - Repairs upon an average of the late four years - 40 - 5	126	17	11
Peter Blundell's ditto : Rentcharge - - - - -	2	-	-	Peter Blundell's ditto : To poor pensioners in Newgate - - - - -	2	-	-
Hugh Candish's ditto : Rentcharge - - - - -	-	13	3	Hugh Candish's ditto : To the churchwardens of St. Martin Outwich - - - £. - 1 7 - Potation-money - - - 11 8	-	13	3
James Chadwick's ditto : Interest - - - - -	4	-	-	James Chadwick's ditto : To four poor widows, pensioners, 2 <i>l.</i> 2 <i>s.</i> per annum each - - - - -	8	8	-

MERCHANT TAILORS COMPANY in Account with their Charities—*continued.*

Dr.		£.	s.	d.	Cr.		£.	s.	d.				
F. Clark's trust :					F. Clarke's trust :								
Annuities	-	-	-	-	20	-	-						
					To the parish of Odiham £. 10 - -								
					- Governors of St. Bartholo-								
					mew's hospital - - 10 - -								
									20	-	-		
Sir William Craven's ditto :					Sir William Craven's ditto :								
Rentcharge	-	-	-	-	140	-	-						
					To twenty-four pensioners at 4 <i>l.</i> per an-								
					num each - - - £. 96 - -								
					- Churchwarden of St.								
					Andrew, Undershaft,								
					£. 3 4 -								
					- Land-tax - - - 16 -								
										4	-	-	
					- Schoolmaster of Burnsall								
					in Yorkshire - - - 20 - -								
					- Churchwardens of								
					ditto - £. 8 - -								
					- Land-tax - - - 2 - -								
										10	-	-	
					- Churchwardens of St.								
					Antholin - - - 4 - -								
					- Potation-money - - - 6 - -								
									140	-	-		
John Creek's ditto :					John Creek's gift :								
Rentcharge	-	-	-	-	1	10	4						
<i>N. B.</i> —These premises are charged					To the parish of St. Mary, Abchurch								
with 13 quarters of coals per annum					<i>N. B.</i> —Vide note opposite.								
for the poor of the parish of Saint Mary													
Abchurch. In the year 1612 the com-													
pany and the parish compounded for													
the coals at an annual payment of													
1 <i>l.</i> 10 <i>s.</i> 4 <i>d.</i> , which has ever since													
been yearly paid upon the churchwar-													
dens receipt. It is intended, however,													
in future, to provide the 13 quarters of													
coals as directed, the costs of which, at													
54 <i>s.</i> per chaldron, and reckoning four													
quarters to a chaldron, will amount to													
8 <i>l.</i> 15 <i>s.</i> per annum. (<i>Vide post.</i>)													
Henry Colburn's ditto :					Henry Colburn's gift :								
Interest	-	-	-	-	7	7	6						
					To paid master of Ashwell School, per								
					annum - - - £. 31 10 -								
					- Repairs of school-house,								
					average per annum - - 5 - -								
					- One year's insurance - - 10 - -								
									37	-	-		
					<i>N. B.</i> —Mr. Peacock, the late mas-								
					ter, has retired from his situation, and								
					the company have agreed to allow him								
					31 <i>l.</i> 10 <i>s.</i> per annum for life, they have								
					also increased the salary of the present								
					master to 40 <i>l.</i> , making an increase in								
					the payments of 40 <i>l.</i> per annum, (<i>vide</i>								
					<i>post.</i>) The company are about ex-								
					pending 80 <i>l.</i> in repairs.								
John Conyer's ditto :					John Conyer's gift :								
A rentcharge	-	-	-	-	5	-	-						
					To the churchwardens of St. Botolph,								
					Aldgate - - - £. 4 - -								
					- Land-tax - - - 1 - -								
									5	-	-		
Thomas Coventry's ditto :					Thomas Coventry's ditto :								
Rentcharges	-	-	-	-	25	10	-						
					To average amount of payment per an-								
					num during the last 54 years - -								
									25	13	-		
James Church's ditto :					James Church's ditto :								
Interest	-	-	-	-	12	-	-						
					To 12 poor men and 12 poor women on								
					Good-Friday, 10 <i>s.</i> 6 <i>d.</i> each - -								
									12	12	-		

(continued)

(continued)

MERCHANT TAILORS COMPANY in Account with their Charities—*continued.*

Dr.	£. s. d.	Cr.	£. s. d.
Andrew Dandy's trust:		Andrew Dandy's gift:	
Rent - - - - -	14 8 -	To the parish of St. Sepulchre £. 4 16 -	
The residue of rent is carried to the almshouse account.		- - - St. Giles, Crip-plegate - - - 4 16 -	
		- - - St. Botolph without Bishopsgate - 4 16 -	14 8 -
Robert Donkin's ditto:			
Rentcharge - - - - -	22 - -	Robert Donkin's ditto:	
		To paid for baize for gowns, linen for shirts and shifts, and for shoes and hose for 24 poor persons yearly,	
		£. 37 - -	
		- Paid chamberlain and town-clerk of London - - 1 1 -	
		- Paid town and parish of Hertford - - - 10 - -	48 1 -
Robert Dowe's ditto:			
Amount covenanted by the company to be paid by them annually on account of this trust, 179 <i>l.</i> 1 <i>s.</i> 9 <i>d.</i> , of which 13 <i>l.</i> 11 <i>s.</i> 4 <i>d.</i> is carried to the almshouse account, the balance only therefore is credited in this account - - -	165 10 5	Robert Dowe's ditto:	
		To 13 pensioners at per ann. 6 <i>l.</i> 13 <i>s.</i> 4 <i>d.</i>	
		£. 86 13 4	
		- Six d ^o . reversioners, at 2 <i>l.</i> 2 <i>s.</i> - - - 12 12 -	
		- Gowns and cloaks every third year (44 <i>l.</i> 2 <i>s.</i> 6 <i>d.</i>) - 14 14 2	
		- Discharge of prisoners from the New Prison, in the four wards - - - 20 - -	
		- Churchwardens of St. Botolph, Aldgate - - 20 9 -	
		- Sundry small payments, as per will of donor - - 12 3 -	166 11 6
Jeffery Elwes's ditto:			
Interest - - - - -	20 - -	Jeffery Elwes's ditto:	
		Included in the general payment to the poor (<i>Vide post.</i>)	
Sir William Fitzwilliam's ditto:			
Annuity - - - - -	20 - -	Sir William Fitzwilliam's ditto:	
		To Lord Fitzwilliam for the poor of Warham - - - £. 12 13 4	
		- Walter Fish's trust - - 7 6 8	20 - -
Walter Fish's trust:			
Grant from Sir William Fitzwilliam's trust - - - £. 7 6 8		Walter Fish's gift:	
Rents - - - - - 22 - -	29 6 8	To five poor scholars at St. John, Oxford, 4 <i>l.</i> 8 <i>s.</i> per ann. each £. 22 - -	
		- Clerk of the company - - 6 8	22 6 8
		Residue included in the general payments to the poor (<i>vide post.</i>)	
Helen Gulston's gift:			
Interest - - - - -	30 - -	Helen Gulston's ditto:	
		To two ministers widows, 5 <i>l.</i> per annum each - - - £. 10 - -	
		- two citizens widows d ^o 10 - -	
		- gentlemens widows d ^o 10 - -	30 - -
Sir J. Gore's ditto:			
Rentcharge - - - - -	9 12 -	Sir J. Gore's ditto:	
		To three poor merchant tailors, 3 <i>l.</i> 4 <i>s.</i> per annum each - - - - -	9 12 -
Sir J. Hanbury's ditto:			
Interest - - - - -	19 10 -	Sir J. Hanbury's ditto:	
		To churchwardens of Hanbury, Worcestershire - - - £. 6 10 -	
		- Churchwardens of Feckenham, Worcestershire - 13 - -	19 10 -

MERCHANT TAILORS COMPANY in Account with their Charities—*continued.*

Dr.	£.	s.	d.	Cr.	£.	s.	d.
John Harrison's gift:				John Harrison's gift:			
Rents - - - - -	460	10	-	To salary to the master of the grammar-school at Great Crosby, per annum,			
				£. 50 - -			
				- Repairs average annually	5	-	-
				- Insurances - - -	2	10	-
				- The parish of			
				St. Augustin £. 16 - -			
				- Land-tax thereon 4 - -			
					20	-	-
				- 97 pensioners at 4 <i>l.</i> per annum each - -	388	-	-
							465 10 -
Alderman Heydon's ditto:				Alderman Heydon's ditto:			
Interest - - - - -	3	6	8	To the Mercers Company - - £.			3 6 8
John Heyman's ditto:				John Heyman's ditto:			
Rentcharge - - - - -	2	4	-	To two pensioners 2 <i>l.</i> 2 <i>s.</i> a year each,			
				£. 4 4 -			
				- Clerk of the company - - 4 -			
							4 8 -
Richard Hilles's ditto:				Richard Hilles's ditto:			
Rentcharge - - - - -	5	-	-	Included in general payments to the poor, (vide post.)			
John Hyde's ditto:				John Hyde's ditto:			
Rents - - - - -	158	-	-	To the minister of Heyfield £.	10	-	-
N. B. £. 5 balance of rents the alms-house account.				- Parish of St. Andrew			
				Undershaft £. 1 12 -			
				- Land-tax - - 8 -			
					2	-	-
				- Churchwardens of St. Brides - - -	1	10	-
				- Ditto of Trinity,			
				Minories - - -	-	16	-
				- Clerk and beadle - -	1	10	-
				- Paid for the discharge of poor prisoners in the Ludgate, Poultry, Giltspur-street, and Newgate wards the residue of this gift - - -	142	4	-
							158 - -
Ralph Holland's ditto:				Ralph Holland's ditto:			
Rent - - - - - £. 100 - -				Included in the general payment to the poor (vide post.)			
Deduct superstitious uses purchased by the company - - 13 4							
	99	6	8				
John Howden's ditto:				John Howden's ditto:			
Annuity - - - - -	1	2	5	To Churchwardens of St. Mary Abchurch - - - £. - 15 9			
				- Master, wardens, clerk, and beadle - - - - 6 8			
							1 2 5
Walter Hull's ditto:				Walter Hull's ditto:			
Rentcharge - - - - -	2	4	-	To two pensioners, 2 <i>l.</i> 2 <i>s.</i> per annum each - - - £. 4 4 -			
				- clerk - - - - 4 -			
							4 8 -
John Juxon's ditto				John Juxon's ditto:			
Rentcharge - - - - -	9	12	-	To paid to a poor scholar of Oxford and Cambridge alternately - - -			
							12 - -

MERCHANT TAILORS COMPANY in Account with their Charities—continued.

Dr.	£.	s.	d.	Cr.	£.	s.	d.
Peter Mason's gift:				Peter Mason's gift:			
Rents - - - - £.	105	-	-	Included in general payments to the poor			
Deduct amount of superstitious uses purchased of the Crown by the company - - £.	7	13	4	(Vide post.)			
Quit-rent to Dean and Chapter of Westminster - - 9 -							
	8	2	4				
	96	17	8				
Lady Maynard's ditto:				Lady Maynard's ditto:			
Rentcharge - - - - -	40	-	-	To four young men who have served an apprenticeship, and are about setting up in trade, 10 <i>l.</i> 10 <i>s.</i> each - - -			42 - -
William Moore's ditto:				William Moore's ditto:			
Rentcharge - - - - -	1	-	-	Included in general payments to the poor			
				(Vide post.)			
Richard Osmotherlaw's ditto:				Richard Osmotherlaw's ditto:			
Rentcharges - - - - -	23	-	-	To vicar and churchwardens of Bromfield, in Cumberland - - £.	10	-	-
				- Churchwardens of St. Botolph, Aldgate £.	4	-	-
				- Land-tax thereon 1 - -			
					5	-	-
				- Clothworkers Company -	2	10	-
				- Christ's Hospital -	2	10	-
				- Parish of St. James, Garlick Hythe - - - -	3	-	-
							23 - -
Robert Parker's gift:				Robert Parker's ditto:			
Interest - - - - -	35	-	-	To the minister and churchwardens of Walsall, Staffordshire, for the poor - - - £.	20	-	-
				- Organist of Walsall - -	5	-	-
				- Churchwardens of St. Antholin - - - -	5	-	-
				- Master, wardens, clerk, and beadle - - - -	5	-	-
							35 - -
William Parker's ditto:				William Parker's ditto:			
Interest - - - - £.	80	-	-	To the rector of St. Antholin - - £.	8	-	-
Deduct amount carried to the almshouse account - - 7 10 -				- Land-tax thereon 2 - -			
	72	10	-				
				- Clerk of the parish - - 2 - -			
				- Land-tax thereon - 10 -			
					2	10	-
				- Sexton of the said parish - - 2 - -			
				- Land-tax thereon - 10 -			
					2	10	-
				- Minister of Great Bloxwich, if properly qualified, now vacant - -	20	-	-
				- Prisoners in the Newgate, Poultry, and Giltspur-street Compters, 2 <i>l.</i> each division - - -	6	-	-
				- Poor prisoners of Ludgate - - -	1	10	-
				- - d° - of Fleet-prison - - -	1	10	-
				- - d° - of Bedlam - - -	1	-	-
				- Five pensioners, 4 <i>l.</i> per annum each - - -	20	-	-
				- Master, wardens, clerk, and beadle - - -	7	10	-
							72 10 -

MERCHANT TAILORS COMPANY in Account with their Charities—*continued.*

D ^r .	£.	s.	d.	C ^r .	£.	s.	d.
Foulk Parry's gift :				Foulk Parry's gift :			
Interest - - - - -	2	10	-	Included in general payments to the poor. (<i>Vide post.</i>)			
Margaret Parsons's ditto :				Margaret Parsons's ditto :			
Annuity or rentcharge - - - -	4	-	-	To a poor maid for a marriage portion - - - - £. 1 10 -			
				- Churchwardens of St. Chris- topher Le Stock - - - - 10 -			
				- Ditto of St. Michael, Corn- hill - - - - 1 - -			
				- Clerk and beadle - - - - 7 -			
					3	7	-
				N. B. The balance of this trust is included in the general payments to the poor.			
Sir John and Lady Percival's ditto :				Sir John and Lady Percival's ditto :			
Rentcharge - - - - -	4	13	2	To churchwardens of St. Mary Woolnoth - - - - £. 3 15 8			
				- Master, wardens, clerk and beadle - - - - - 17 8			
					4	13	4
C. Pitt's ditto :				C. Pitt's ditto :			
Interest - - - - -	12	-	-	To six poor female pensioners, 2 <i>l.</i> 2 <i>s.</i> per annum each - - - - -			
					12	12	-
William Priestley's ditto :				William Priestley's ditto :			
Interest - - - - -	10	13	4	To four poor pensioners, Mer- chant Tailors, two guineas per annum each - - - £. 8 8 -			
				- Four poor Hornsey men, 1 <i>l.</i> 6 <i>s.</i> 8 <i>d.</i> each - - - 5 6 8			
					13	14	8
Samuel Proctor's ditto :				Samuel Proctor's ditto :			
Interest - - - - -	5	-	-	To clerk and beadle - - - - -			
				N. B. The residue is included in the general payments to the poor. (<i>Vide</i> <i>post.</i>)			
					- 10 -		
Henry Richards's ditto :				Henry Richards's ditto :			
Interest - - - - -	20	-	-	To 10 poor pensioners, at 2 <i>l.</i> 2 <i>s.</i> per annum each - - - - -			
					21	-	-
Mary Ramsay's ditto :				Mary Ramsay's ditto :			
Interest - - - - -	10	-	-	Included in general payments to the poor. (<i>Vide post.</i>)			
Edward Renneck's ditto :				Edward Renneck's ditto :			
Interest - - - - -	2	-	-	Included in general payments to the poor. (<i>Vide post.</i>)			
Sir A. Reynardson's ditto :				Sir A. Reynardson's ditto :			
Annuity - - - - -	16	-	-	To 12 poor pensioners, 2 <i>l.</i> 2 <i>s.</i> per annum each - - - - -			
					25	4	-
Sir Thomas Rowe's ditto :				Sir Thomas Rowe's ditto :			
Rentcharge - - - - -	40	-	-	To two poor pensioners free of the Clothworkers Company, 4 <i>l.</i> per annum each - £. 8 - -			
				- Two ditto, Carpenters Com- pany - - - - 8 - -			
				- Two ditto, Tilers Company 8 - -			
				- Two ditto, Plasterers Com- pany - - - - 8 - -			
				- Two ditto, Armourers Com- pany - - - - 8 - -			
					40	-	-

(continued)

MERCHANT TAILORS COMPANY in Account with their Charities—*continued.*

Dr.	£. s. d.	Cr.	£. s. d.
Nicholas Spencer's gift :		Nicholas Spencer's gift :	
Rentcharge - - - - -	6 5 8	To the churchwardens of St.	
		Thomas Apostle - - - £. 3 13 8	
		- Churchwardens of Dodding-	
		ton - - - - - 2 12 -	
			6 5 8.
Stint and others ditto :		Stint and others ditto :	
Interest - - - - -	12 - -	Included in general payments to the poor.	
Abigail Solly's ditto :		Abigail Solly's ditto :	
Rent - - - - -	13 - -	To two poor female pensioners, 10 guineas	
		per annum each - - - - -	21 - -
Thomas Tomlinson's ditto :		Thomas Tomlinson's ditto :	
Rentcharge - - - - -	2 12 -	To churchwardens of St. Mil-	
		dred's parish - - - £. 1 12 -	
		- Governors of Christ's Hos-	
		pital - - - - - 1 - -	
			2 12 -
John Tressawell's ditto :		John Tressawell's gift :	
Rents - - - - -	81 - -	Included in the general payments to the	
		poor. (<i>Vide post.</i>)	
Thomas and Susanna Townsend's		Thomas and Susannah Townsend's	
ditto :		ditto :	
Interest - - - - -	135 15 -	To the Rev. J. B. Deane,	
		lecturer - - - £. 75 8 4	
		- Parish-clerk of St. Michael,	
		Crooked-lane - - - 30 3 4	
		- Churchwardens of the said	
		parish - - - - - 7 10 10	
		- Ditto of St. Benet Fink - 7 10 10	
		- Master and wardens, and	
		clerk of the company - 15 1 8	
			135 15 -
William Tudman's ditto :		William Tudman's ditto :	
Annuity - - - - -	14 10 -	To churchwardens of Saint Mildred,	
		Poultry - - - - -	12 - -
		The residue is included in the general	
		payments to the poor. (<i>Vide post.</i>)	
William Tudor's ditto :		William Tudor's ditto :	
Annuity - - - - -	2 10 -	Included in general payments to the poor.	
		(<i>Vide post.</i>)	
Sir William Turner's ditto :		Sir William Turner's ditto :	
Annuity - - - - -	9 - -	To three poor clothworkers free of the	
		Merchant Tailors Company, 3 <i>l.</i> per	
		annum each - - - - -	9 - -
John Vernon's ditto :		John Vernon's ditto :	
Rents - - - - - £. 426 5 -		To the parish of St. Michael, Cornhill,	
Interest - - - - - 145 15 4		for bread - - - £. 2 8 -	
	572 - 4	- The minister, clerk and sexton 1 9 8	
		- Four scholars of St. John,	
		Oxford - - - - - 16 - -	
		- Poor prisoners of White-	
		cross-street Prison - - 16 - -	
		- Wardens, clerk and beadie,	
		for seeing them discharged 1 - -	
		- 10 poor pensioners, 2 cloth-	
		workers, 2 woolwinders,	
		1 carpenter, 1 tiler, 2 plas-	
		terers, and 2 armourers, 4 <i>l.</i>	
		per annum each - - 40 - -	

MERCHANT TAILORS COMPANY in Account with their Charities—continued.

Dr.	£. s. d.	Cr.	£. s. d.
		John Vernon's gift—continued.	
		To 12 poor pensioners free of Merchant Tailors Company, 6 <i>l.</i> per annum each £. 72 - -	
		- Four reversioners, 2 <i>l.</i> 2 <i>s.</i> per annum each - - 8 8 -	
		- Gowns and cloaks every third year, 65 <i>l.</i> 17 <i>s.</i> 8 <i>d.</i> is yearly - - - 21 19 3	
		- Master, wardens, clerk and beadle - - - - 1 11 -	
			180 15 11
		N.B.—The residue is included in the general payments to the poor.	
		Surplus of Gifts of John Hyde, Robert Dowe, and John Vernon :	
		To paid the discharge of poor prisoners in the four compters, confined in Whitecross-street Prison - - - -	25 1 2
Gifts of John Hyde, Robert Dow, and John Vernon :			
Interest on 835 <i>l.</i> 10 <i>s.</i> 9 <i>d.</i> three per cent reduced annuities, being the accumulation of surplus for the benefit of the poor prisoners in the four compters of London, confined in Whitecross-street Prison - - - -	25 1 2		
James Wilford's gift :			
Annuity - - - -	9 13 4	James Wilford's gift :	
		To repair of the highway between Riverhill, Kent, and Northiam Church, Sussex - - - - £. 7 - -	
		- Churchwardens of St. Bartholomew, for the poor - 2 - -	
		- The parson of St Bartholomew for a sermon - 1 1 -	
		- The parish-clerk and sexton - 7 -	
		- Offering to the poor at the same time - - - 2 2 -	
		- Master and wardens, clerk and beadle - - - - 6 8	
			12 16 8
John Wooller's ditto :		John Wooller's ditto :	
Rentcharge per annum - £. 24 - -		To governors of Christ's Hospital, - - - - £. 5 - -	
Deduct amount carried to the almshouse account - - 5 4 -	18 16 -	- do. Bridewell do. - 2 - -	
		- Poor prisoners in Ludgate, Giltspur, Newgate and Poultry Compters, 1 <i>l.</i> per annum each compter, now removed to the White Cross-street prison - - 4 - -	
		- Poor of St. Magnus - - 1 - -	
		- Churchwardens of Brighton - 1 - -	
		- A poor scholar of St. John's College, Oxford - - 4 - -	
		- Master, wardens, clerk, and beadle - - - - 1 16 -	
			18 16 -
R. Woolley's ditto :		R. Woolley's do. :	
Interest - - - - £. 19 12 -		To three pensioners, 4 <i>l.</i> per annum each, £. 12 - -	
Deduct amount carried to the almshouse account - - 2 12 -	17 - -	- Head-master of Wolverhampton school - - 1 13 4	
		- Usher of do. - - - 3 6 8	
			17 - -
John Williams's gift :		John Williams's gift :	
Interest - - - -	3 - -	Included in general payment to the poor.	

MERCHANT TAILORS COMPANY in Account with their Charities—*continued.*

Dr.	£.	s.	d.	Cr.	£.	s.	d.
Balance, being amount expended beyond the receipts upon the general trust account - - - - -	370	8	1	To payments for the relief of the poor, amounting upon an average of the last four years to about - - £.	965	17	6
				These payments consist of pensions to decayed members of the court, donations to poor objects free of the company, in want of immediate relief, which are given on every court-day; gifts of 1 <i>l.</i> 1 <i>s.</i> each at Christmas to poor freemen not having pensions, or no pension above 3 <i>l.</i> per annum; and several other donations for the general relief of the poor. Within the last four years the company have expended in this manner 3,863 <i>l.</i> 10 <i>s.</i> , making the average annual payment on the poor account 965 <i>l.</i> 17 <i>s.</i> 6 <i>d.</i> as above stated.			
	£.	3,423	11 11		£.	3,423	11 11
				Balance brought down - - - £.	370	8	1
				Increase of payment on account of Creek's gift. <i>Vide ante</i> , p. 465 - - -	7	4	8
				Do. Colburn's gift - - -	40	-	-
				£.	417	12	9

COUNTY OF WARWICK.

Borough of Warwick, comprising the parishes of St. Mary and St. Nicholas: King Henry the Eighth's charity, with the additions made to the Grammar School by William Vyner and Fulk Weale. The Hon. Sarah Greville's charity. Lady Guildford's charity. The Earl of Leicester's hospital. Oken's charity. Eyfler's charity. Sir Thomas White's charity. Sir Thomas Puckering's charity. Charities of Robert Heath, and his grandson Robert Heath. Webb's charity. Lane's charity. Delves's charity. Ann Johnson's charity. Smith's charities. Mrs. Turville's charity. Grimes's charity.	Borough of Warwick, &c.—<i>continued.</i> Vennor's charity. Archer's charity, with the additions thereto by the Earl of Warwick, and the Honourable Charles Greville. Tolloos's charity. Whateley's charity. Griffin's charity. Price's charity. Edgeworth's charity. Countess of Devonshire's charity. Mrs. Tomkys's charity. Lea's charity. George Weale's charity. Henry Heath's charity. Parish of St. Mary: West Gate almshouses — Saltisford almshouses. Yardley's almshouse. Corporation almshouses. Busby's charity. Aylworth's charity. Blissett's charity. Rothwell's charity.	Parish of St. Mary—<i>continued.</i> Fulk Weale's charity for clothing and teaching. Hadley's charity. Baron Smith's charity for apprenticing. Mrs. Turville's charity. Mrs. Hammond's charity. Church estate. Lady Katherine Leveson's charity. Lost charities. Parish of St. Nicholas: Earl Brooke's charity. Furnis's charity. Charities of Wilson, Furnis, and Owen. Martha Holliock's charity. Charities of Edmund Makepeace, and Edmund Makepeace, jun. Burton's charity. Jeacock's charity. Harper's (or Moody's) charity. Allotment in lieu of furze. Church estate.
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COUNTY OF WARWICK.

BOROUGH OF WARWICK,

COMPRISING THE PARISHES OF ST. MARY, AND ST. NICHOLAS.

KING HENRY THE EIGHTH'S CHARITY,

With the additions made to the Grammar-school by William Vyner and Fulk Weale.

BY Letters Patent of King Henry the Eighth, bearing date the 15th May, in the 37th year of his reign, whereby the inhabitants of the town of Warwick were incorporated by the name of "The Burgesses of the town of Warwick, in the county of Warwick," the said King granted to the said burgesses the rectory and church of St. Mary, and the rectory and church of St. Nicholas, with their rights, members and appurtenances, within the said town of Warwick, in the county of Warwick, to the late college of St. Mary in the same town of Warwick, then dissolved and surrendered, lately belonging and appertaining, and lately being parcel of the possessions or revenues thereof; and also the rectory and church of Chaddesley, in the county of Worcester, with all its rights, members and appurtenances, to the said late college of St. Mary, in the said town of Warwick, lately belonging and appertaining; and also the rectory and church of Budebroke, in the county of Warwick, with all its rights, members and appurtenances, to the same late college of St. Mary in the said town of Warwick lately belonging and appertaining; and also the advowsons, donations, presentations, free dispositions, and rights of patronage of the vicarages and churches of St. Mary, St. Nicholas, and Budebroke, in the county of Warwick, and of the vicarage and church of Chaddesley, in the county of Worcester, to the said late college lately belonging and appertaining; and also a messuage, house and tenement, with the appurtenances, in a street called Cannon-row, in the said town of Warwick, late in the occupation of David Vaughan, clerk, or his assigns; and also all houses, edifices, stables, gardens, grounds, orchards, lands, hereditaments, &c. in the said street, called Cannon-row, with the said messuage demised, and to the same late college lately belonging; and the said King also granted to the said burgesses all his messuages, houses, edifices, lands, tenements, rents, reservations, services,

Warwick.

—
King Henry the
Eighth's Charity,
&c.

Warwick.

King Henry the
Eighth's Charity,
&c.*continued.*

woods, glebes, tithes, pensions, portions, fruits, emoluments, &c. and hereditaments whatsoever, with their appurtenances, as well spiritual as temporal, situate and being, coming, growing, and renewing in the towns, fields, parishes and hamlets of Warwick, Chaddesley and Budebroke, or in any of them, in the said counties of Warwick and Worcester, or elsewhere wheresoever, in the same counties, to the said rectories and churches, or any of them in anywise belonging or appertaining, or as members and parcels of the same, used, reputed, demised or letten, and to the said late college belonging; which said rectories, messuages, lands, tenements, glebes, tithes, and other premises, were then extended at the clear yearly value of 58*l.* 14*s.* 4*d.*, and were thereby granted by the said King to the said burgesses of the town of Warwick, in the county of Warwick, in as ample manner and form as the late dean and chapter of the said late college of St. Mary, in the town of Warwick, or any of their predecessors, in right of the said college, before the dissolution or surrender of the said college, had held or enjoyed the same, and in as ample manner and form as the same had come or ought to have come to the hands of the said King by reason or force of the dissolution or surrender of the said late college, or of any act of parliament, or otherwise, to hold to the said King, his heirs and successors, rendering yearly to the said King, his heirs and successors, 6*l.* 13*s.* 4*d.*; and the said King did thereby grant to the said burgesses and their successors, that they might have hold and enjoy, and to their own proper use convert, the aforesaid rectories, glebes, tithes, oblations, obventions, pensions, portions, fruits, and other the spiritual profits whatsoever, with all their appurtenances, as fully, freely, and entirely, and in as ample a manner and form, as the said dean and chapter, or their predecessors, had at any time held and enjoyed and converted the same to their own proper use.

In consideration of all which premises the said burgesses, for themselves and their successors, granted by those presents that they and their successors would yearly, for ever, pay or cause to be paid to the perpetual vicar in the church of St. Mary, in the said town of Warwick, to be by the said King by those presents nominated and incorporated, and to his successors vicars in the same church, 20*l.*, to be paid at Michaelmas and Lady-day, by even portions, in the name of a yearly pension, to be assigned and appointed in endowment of his vicarage; and also 40*s.* yearly for the tenths of the said pension and endowment of the said vicarage; and also that they would yearly, for ever, pay or cause to be paid to the master or schoolmaster of the said King's school of the said town of Warwick, by the said King to be by those presents nominated and incorporated, and to his successors masters of the said school, 10*l.*, to be paid at Michaelmas and Lady-day by even portions; and that the said burgesses should make a sufficient gift and grant under their common seal to the said vicar and schoolmaster, and their successors, of one convenient house, dwelling, or mansion within the said town of Warwick, for the habitation and mansion of the said vicar and schoolmaster, and their successors, for ever; and also that the said burgesses and their successors, at their own proper costs, should yearly for ever find, give, and pay to two chaplains, priests, one clerk, and one sexton, to officiate in the said church of St. Mary, in the town of Warwick aforesaid, yearly, for ever, suitable, competent and convenient stipends and salaries for the supporting and maintaining of them in food and clothing, to be paid at Michaelmas and Lady-day, by even portions*.

And the said King did further will, and by the said letters patent grant, that in the church of St. Mary in Warwick there should be a perpetual vicar, to be by the said King nominated and presented to the ordinary and diocesan of the same place, who should be called the perpetual vicar of the said church of St. Mary, of the town of Warwick, and should have perpetual succession, and that he and his successors should be in the place of the rector, should keep residence there, maintain hospitality, have the cure of the souls of the parishioners there, and should do and execute all other things known to belong to

* Necnon quod iidem Burgenses et successores sui Burgenses ville p̄decē sumptibz suis p̄priis annuatim de tempore in tempus imp̄m *invenient dabunt solventq* duobz capellanis p̄sbitis uni clico & uni sacriste in d̄cē ecclia b̄e Marie d̄cā ville Warwici annuatim imp̄m deservitur stipend et salaria congrua competēd et conveniēn p̄ eorū victu & vestitu supportand et manntenend ad d̄cā festa S̄cī Michis Archi et annunciacoīs b̄e Marie Virginis annuatim p̄ equales porcoēs solvend.

to the office of rector or vicar, and should take upon him and bear all the ordinary and extraordinary charges belonging or appertaining to the said church of St. Mary, (except in the reparation of the chancel of the same church) as often as should be needful; and that the said vicar and his successors, by the name of perpetual vicar of the church of St. Mary, of the town of Warwick, in the county of Warwick, should be capable of taking from the said burgesses an annual rent, pension, or annuity of 20*l.* by the year for the endowing his vicarage there, and 40*s.* by the year for the tenths of the said vicarage, with a clause of distress to be made for the security of the payment of the same yearly rents.

And the said King, for the great love which he bore to the youthful subjects of his realm in the said county of Warwick, did further by the said letters patent create, erect, found, and establish a free-school in the said town of Warwick, of one master or schoolmaster, to continue for ever, to be called the King's New School of Warwick; and that in the same school there should be a master or schoolmaster, to be from time to time nominated and appointed by the said King and his successors, to be called by the name of the Master or Schoolmaster of the King's said school of the town of Warwick; and that the said master or schoolmaster, and his successors, masters or schoolmasters of the King's said school of the town of Warwick, should have perpetual succession, and be capable of taking from the said burgesses a yearly rent, pension, or annuity of 10*l.* by the year, with a clause of distress for the security of the payment thereof, as also whatsoever other lands, tenements, possessions, and hereditaments of any person or persons whomsoever, over and above the said yearly rent of 10*l.*, so as they exceed not the annual value of 10*l.*

And power was given by the said charter to the said burgesses by their several charters under their common seal, to grant to the vicar and his successors the said yearly rents or annuities of 20*l.*, and 40*s.*, and a convenient house and mansion for their habitation, and to the schoolmaster, and his successors the said yearly rent or annuity of 10*l.*, and a convenient house and mansion for their habitation, with clauses of distress, which the burgesses engaged to do.

Annual rentals of the property derived from King Henry's grant are preserved in the accounts of the corporation, the earliest of which appear to have contained statements of the receipts and disbursements in respect thereof, distinct from the rest of the funds belonging to the corporation.

The first of these now extant is for the year 1572, and is headed "The Accompt of Robert Philippes, of all such money as hath come to his hands of the rents, possessions and hereditaments belonging to the borough of Warwick, from the feast of St. Michael the Archangel, in the 13th year of the reign of our most gracious Lady Elizabeth, &c., until the same feast of St. Michael, being in the 14th year of her Majesty's said reign, 1572, which accompt containeth such charge and allowance as the burgess was wont to answer and accompt for, and is grounded upon the first charter granted by the late king of famous memory King Henry the Eighth."

This account contains an enumeration of,

1.—The "Privy tithes and offerings, and other premises belonging to the church and parish of St. Mary in Warwick." These comprise the tithes of corn and hay in the fields of Longbridge; tithes of lamb and wool in Longbridge and St. Lawrence; tithe-herbage of the Lee Fields; of the Marshes of Combewell; of the inclosed grounds, parcel of Wedgnock Park, then disparted; of the common ground within Wedgnock Park yet imparked, and within the parish of St. Mary; the rent of St. Mary's church-yard and charnel-house; the rents of the tithe-pig, geese, eggs, fruit and garden-tithe within the said parish; rent of the tithe-barn and close; the privy-tithes, offerings and dues on marriages, christenings and burials.

2.—The "Tithes and oblations belonging to the church of St. Nicholas, in Warwick."

3.—The "Tithes and other things appertaining to the church of Chaddesley, in the county of Worcester," viz. the yearly rent of the parsonage and tithes of Chaddesley, Corbet, and certain lands thereto belonging.

Warwick.

King Henry the
Eighth's Charity,
&c.
continued.

Warwick.

King Henry the
Eighth's Charity,
&c.

continued.

4.—The “Tithes belonging to the parishes of Budbrooke and Hampton.”

5.—“The rent of certain lands called the Corporation Lands, given by the late master of the guild and his brethren.” This division contains five tenements (one of them with a meadow belonging thereto) on the high pavement, one tenement in Jury-street, one tenement and two cottages in St. Nicholas-street, one tenement in the market-place, and one in West-street, in the town of Warwick; a tenement in Henley; land in Coton Field, Warwick (in a subsequent rental stated to be 20 acres); two closes in Hatton; a messuage and land in Ilmington; a close in Woodcote; a messuage and appurtenances in Radford; certain land in Norton; and certain land in Snitterfield.

In the subsequent rentals is mentioned land in Bewsall, and the land in Snitterfield is omitted.

We have not been able to discover any means of explaining the statement given in this rental, that the parcels called the Corporation Lands were given by the late master of the Guild and his brethren. The places in which such of them are situated as are not in Warwick, are not mentioned in King Henry's grant; but as the account in which this rental occurs is stated to be grounded on the King's grant, and these lands appear to have been always considered as belonging to his charity, we may reasonably conjecture that they fall within the general words of the charter, granting to the burgesses the premises and hereditaments situate in the places therein mentioned, or “elsewhere in the counties of Warwick or Worcester.”

In this, and the rentals which follow for several years, is added “the rent of certain tenements and lands given by Mr. Toloys, and others, towards the maintenance of the bridge in Warwick.” These are stated to be tenements and lands given by Mr. Toloys beyond the bridge in Myton Field; a tenement in Smith-street, given by Matthew Faircliffe; and a tenement and garden in the Jury, in Warwick, given by Margaret Porter.

And also “the rent of a little house in the higher pavement, given by John Fisher towards the maintenance of the vicar of St. Mary's.”

The rents of a house in Jury-street, and also of a house and land at Coton-End tithe-barn, are carried on in the rentals till 1736, as applicable to the repair of the bridge, under the title of “Bridge Rents;” but no mention is made, except in some of the earliest, of any rent for that object as derived from Toloys. By the Act passed in 1789 for building the new bridge it is provided, that any charitable funds given originally for the repair of the old bridge should be applicable to the repair of the new one: but no particular rents are now considered as appropriated to this object.

We have found it impracticable to trace with minuteness, through the successive rentals, the variations which have taken place in the property derived from this grant, except in some instances where exchanges have been made. But the corporation are possessed of property in all the places enumerated in the above rental, consisting of tithes, lands, tenements, or rents, which there seems sufficient reason to believe comprise in substance the whole of the property therein set forth, with the exception of the parcels so exchanged. These exchanges have been made either under the powers of Inclosure Acts, particularly that for inclosing the open fields in the parish of St. Nicholas, Warwick, or by private agreement. The latter, which alone it seems necessary to advert to, are as follows:

By Indenture, dated 22d August 1771, a parcel of land, containing 1A. 0R. 8P., situate near the south-west end of West-street, in the parish of St. Mary, Warwick, and on the east side of the road leading from Warwick to Longbridge, together with a barn called the Tithe Barn, standing on part of the said piece of land, was exchanged with the Earl of Warwick for a close or piece of meadow or pasture-land, containing by admeasurement 2A. 3R. 20P., situate on the north-west side of the road leading from Warwick to Longbridge.

By Indenture, dated 29th August 1793, a close, called the Tithe Barn Close, in the parish of St. Nicholas, containing by estimation 1R. 25P., and certain parcels of land on the north side of the new road from Warwick to Leamington, and which had been cut off from closes on the south side of the said new road

by

by the said road being carried through the same, containing by estimation 1A. 3R. 9P., were exchanged with the Earl of Warwick for two parcels of land in the parish of St. Nicholas, bounded on part of the west and part of the north by lands belonging to Christ's Hospital, and on other part of the north by the said road from Warwick to Leamington, containing by estimation 2A. 3R. 16P., and another parcel or slinget of land in the parish of St. Nicholas, bounded on the north by the church-yard, and on the west by the road leading to the great bridge, containing by estimation 22 perches.

By Indenture, dated 15th November 1820, some parcels of land in the parish of St. Nicholas, containing 1A. 0R. 2P. bounded by the road to Leamington on the south-west, and by the church-yard on the north, were exchanged with the Earl of Warwick for a piece of land in the parish of St. Nicholas, containing 2R. 3P., bounded in part by the church-yard, the vicarage-garden and home-
stead; and also a piece of meadow-land in the said parish, containing four acres, described in the margin of the deed, bounded by the turnpike road from Warwick to Coventry, and by land of the said Earl, and the corporation respectively, and a carriage and footway from the south end of the said parcel of land first mentioned, through and over the land thereby conveyed to the said Earl into the road leading from Warwick to Leamington.

By Indenture, dated 29th September 1808, a parcel of arable-land, called Knowle Lands, in the parish of Ilmington, containing by admeasurement 9A. 0R. 16P., were exchanged with Francis Canning, esq. for a parcel of land, being part of the second allotment awarded by the commissioners for the inclosure of the common fields in Ilmington to William Hornblow, containing by admeasurement 2A. 2R.; and also an allotment or parcel of land then divided into two closes, on East Common Hill, in the parish of Ilmington, containing together 11A. 0R. 19P., adjoining on the south-west to lands belonging to the corporation, and bounded as in the said deed described.

By Indenture, dated 21st May 1810, the following parcels of land, situate in the parish of St. Nicholas, viz. 1st, the Lower Close, containing 5A. 1R. 28P. adjoining to lands of Bertie Greatheed, esquire, on the north, and on the road from Warwick to Coventry on the west; 2d, Oak Tree Ground, containing 6A. 2R. 7P. adjoining the last-mentioned close on the north, and the said road on the west; 3d, Little Hill Close, containing 3A. 0R. 4P. adjoining the last-mentioned close on the north, and the said road on the west; 4th, Hovel Close, containing 6A. 0R. 29P. adjoining other lands of the said Bertie Greatheed, on the north, and the Lower Close on the west; 5th, Upper Close, containing 6A. 1R. 6P. adjoining the last-mentioned close on the north, and Oak Tree Ground on the west; 6th, Brick Kiln Ground, containing 3A. 1R. 24P. bounded on the north and west by land belonging to the said Bertie Greatheed, on the east by the turnpike road, and on the south by a lane called Low Lane, were exchanged with Bertie Greatheed, esquire, for the following parcels of lands; 1st, three closes adjoining together, and to the Warwick and Birmingham canal on the north, and to Oken's charity-land on the south; 2d, a close adjoining to part of the parish of Budbrooke, and to Oken's charity-land; 3d, a close called Carver's Meadow, also adjoining to part of the parish of Budbrooke and to Oken's charity-land; 4th, another small close adjoining the last-mentioned meadow, and forming part thereof; all which parcels of land were lammas lands, and contained together, by mensuration, 30 acres, and are situate in the parish of St. Mary, Warwick; 5th, a parcel of land, being the south end of a close in the parish of St. Nicholas, called Cogbridge Meadow, containing 3A. 2R. 2P.; 6th, a parcel of new inclosed land in the parish of St. Nicholas, called the Long Close, containing 6A. 3R. 13P.; 7th, another parcel of new inclosed land in the parish of St. Nicholas, called the Dock Close, containing 6A. 2R. 29P.; 8th, another parcel of new inclosed land in the parish of St. Nicholas, called Little Meadow, containing 1A. 1R.; 9th, another parcel of new inclosed land in the parish of St. Nicholas, containing 2A. 1R. comprising the west end and a small part of the north side of a parcel of land called the Moor Close.

In these several exchanges the charity has gained in quantity of land, and we find no reason to suppose that it has suffered any loss in the quality.

The particulars of the property now belonging to the corporation, as derived from the King's grant, and the various tenancies upon which it is held, will be

Warwick.

King Henry the
Eighth's Charity,
&c.
continued.

Warwick.
King Henry the
Eighth's Charity,
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continued.

found in the rental set forth in the Appendix, of which the following is a summary :

In Warwick :						£.	s.	d.	£.	s.	d.
Houses and other buildings let for	-	-	-	-	-	199	16	10			
Lands, 279 A. 3 R. 4 P.	-	-	-	-	-	921	16	4			
Tithes	-	-	-	-	-	226	16	-			
									1,348	9	2
In Budbrooke :						£.	s.	d.			
Messuage and Glebe, 107 A. 3 R. 10 P.	-	-	-	-	-	192	-	-			
Tithes	-	-	-	-	-	271	4	1			
									463	4	1
In Norton and Hampton-on-the-Hill, (hamlets in the parish of Budbrooke) :						£.	s.	d.			
Tithes	-	-	-	-	-	43	2	-			
Land, 18 A. 2 R. 6 P.	-	-	-	-	-	18	15	-			
									61	17	-
In Chaddesley :						£.	s.	d.			
Tithes and Land, 40 A. 2 R. 5 P.	-	-	-	-	-	740	-	-			
House and Land, four acres	-	-	-	-	-	37	-	-			
									777	-	-
In Ilmington :						£.	s.	d.			
Tenement and Land, 39 A. 0 R. 20 P.	-	-	-	-	-	-	-	-	74	-	-
In Radford :						£.	s.	d.			
Lands, 8 A. 2 R.	-	-	-	-	-	-	-	-	25	-	-
In Stone :						£.	s.	d.			
Rentcharge on vicarage	-	-	-	-	-	-	-	-	2	-	-
Fee-farm rents in Beausall, Norton, Hatton, Henley, and Church Wootton									5	5	6
									£.	2,756	15 9

Among the Warwick rents is an annual sum of 5*l.* 13*s.* 4*d.* received from the Warwick and Napton Canal Company, for land taken for the purpose of the canal and towing-path. The land so taken was 1*A.* 1*R.* 32*P.* and formed part of certain fields in Bridge-end Ward, now in the several occupations of Mr. Thomas Batten and Mrs. Wise. The payment of the above-mentioned rent, as an equivalent, was settled by agreement between Mr. Bird, a land-agent on the part of the corporation, and the engineer employed by the company; but no other security than this agreement has been given to the corporation.

All the above premises are held under lettings at auction, except such as having been let to former occupiers at auction have been continued to their families. In such cases the rents have been altered by the corporation from time to time upon the judgment of a surveyor.

It is incumbent on us to observe, that a few of these parcels, but to no great amount, are held by members of the corporation, and who are, as such, trustees of the property, viz.

Three closes of land described in the rental as the 4th lot in the Bridge-end Ward, and containing 9*A.* 2*R.* 24*P.*, held by Mr. Edward Hughes. He has been in possession from the year 1804, at which time he was and still is an alderman. The rent was raised in 1811 from 30*l.* to 36*l.*, at which it now continues :

A stable and slinget of ground near the hospital, occupied by Mr. Thomas Collins, an alderman, at the yearly rent of 3*l.* He succeeded his father in the possession of this parcel at Lady-day 1813 :

One half of the market-house, also held by Mr. Collins, who uses it as a warehouse in his business of a woolstapler at the annual rent of 15*l.*

A messuage or tenement, and close of land near St. John's Brook, also held by Mr. Collins. This rent was raised in 1811 from 18*l.* 10*s.* to 30*l.* at which it now remains.

The tithes of a farm at Budbroke, described in the rental as lot 3, rented by Mr. John Edwards, alderman, who is proprietor of the farm at 4*l.* 4*s.* 1*d.* per annum.

With the exception, perhaps, of the market-house (the other half of which is let to the county at the like rent of 15*l.* as a store-room for the county militia),

militia), and the premises at St. John's Brook, held by Mr. Collins as above mentioned, both which it is suggested might probably bear a little increase of rent, we see no reason to doubt that the several premises comprised in the rental are let at their respective values.

Warwick.

King Henry the
Eighth's Charity,
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continued.

The only specific payments directed by the charter to be made in respect of the estates thereby granted, were 20*l.* a year for the stipend of the vicar of St. Mary, and 40*s.* a year to pay the tenths thereof, and 10*l.* a-year to the master of the King's School, the corporation being further required to provide a dwelling-house for the vicar and schoolmaster, and at their own costs to pay competent salaries to two assistant chaplains, a clerk, and sexton, in St. Mary's church. It appears, however, from the accounts of the King's estate for the year 1572, the earliest now extant, that stipends were then also paid to the vicars of St. Nicholas in Warwick, and Budbrooke, the former receiving annually 13*l.* 6*s.* 8*d.*, and the latter, in addition to his vicaral tithe, 13*s.* 4*d.*, which was shortly after increased to 5*l.* 3*s.* 4*d.* At what time and under what circumstances these additional stipends commenced, we have not discovered; for aught that appears they originated in the voluntary act of the corporation, as well as some subsequent additions which were made to all the stipends.

From the time however of James the First, various proceedings have been had in the Court of Chancery, whereby the uses to which the revenues arising from the property granted by this charter were to be applied, have been from time to time varied, or more definitively declared.

The first of these by which any material alteration was effected, occurred upon an information filed by the Attorney-General in the 8th year of Charles the 1st, against "The bailiff and burgesses of Warwick" (the then title of the corporation under a charter granted in the first year of Philip and Mary) and others, alleging certain misapplications of the revenues of the said estates; when it was by an order of Court referred to the Justices of assize, who rode that circuit, to take cognizance of the letters patent, and of the charitable work intended by King Henry the VIII, and of a former decree of the said Court, (made upon a preceding information on the 30th October 1615, whereby, after certain regulations for the management of the property, the bailiffs and burgesses had been directed "to employ the revenues according to the intent of the donor," and had been recommended in the distribution thereof, "to have regard to the minister and schoolmaster of the said town,") and to settle the same for the good of the said town as should be most agreeable to the said letters patent and the said decree. The said Justices, viz. Sir Richard Hutton, one of the Justices of the Court of Common Pleas, and Sir Thomas Trevor, one of the Barons of the Exchequer, accordingly made their certificate, dated 4th July, 13 Car. I. and recommended, after certain provisions for paying certain debts and charges and for letting the estates at the best rent, that whereas 60*l.* per annum was then made to the vicar of St. Mary's, it should be increased to 70*l.*; that 20*l.* per annum, then paid to an assistant to the said vicar, should be increased to 30*l.*; that 40*l.* per annum, then paid to the vicar of St. Nicholas in Warwick, should be increased to 50*l.*: That whereas the vicarage of Budbrooke, in the county of Warwick was then endowed with tithes worth 30*l.* per annum, or thereabouts, and that there was also paid to the said vicar, by the corporation, 11*l.* 18*s.* per annum, this payment should be increased to 21*l.* 18*s.*: That whereas the schoolmaster of the free-school in Warwick, of the foundation of King Henry VIII, had then 20*l.* per annum, and his usher 8*l.* per annum, the payment of the said schoolmaster should be increased to 30*l.*, and that to his usher to 10*l.*, so as such master and usher should teach all the children born and brought up in Warwick, from the accidence to the grammar, and so forwards, without taking any thing for the same after they were fit to be taught the accidence. The said Justices further recommended that the salary paid to the clerk of St. Mary's, being then 3*l.* 6*s.* 8*d.*, should be increased to 5*l.* 6*s.* 8*d.*; and the salary of the sexton, being 40*s.* to 3*l.*; and that the bailiff of the said town for the time being, for the better support and encouragement of the said office, should have and receive the allowance of 20*l.* per annum out of the profits of the premises which he then had, and for divers years last past had had, and the rather for that the said premises are so granted for the proper use of the said corporation as aforesaid. And that after these payments made, the overplus of the rents and profits

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should be disposed and employed by the corporation to the uses following, viz.; for and towards the repair of the church and chanel of St. Mary, in Warwick, and for and towards binding poor children born and bred in the town, to be apprentices, and for and towards the relief of the poor and aged people of the said town, and for and towards the repair of the great bridge there, leading over the river Avon, and consisting of many arches, and to and for such other religious good and charitable uses tending to the general good of the town, and the ease of the inhabitants thereof, as the bailiff and burgesses for the time being should think fit and convenient; and it was further recommended, that the said corporation should yearly make true and just accounts of the said rents and profits, and of the disposition thereof, expressing the receipts and payments in particular, and not in gross, and should deliver such account to two of the Justices of the said county next adjoining to the town of Warwick, and who should reside in the said county, one to be chosen by the corporation of Warwick, and the other by the vicar of St. Mary, in Warwick, for the time being, and who should be by the said corporation entreated to take the said account. And by a decree dated 17th July, 13th Chas. I. [1638], it was ordered that the certificate so made by the said Justices of assize should be ratified and confirmed by the authority of the court, to be performed by all the parties interested therein, to all intents and purposes, according to the true intent and meaning thereof.

A further information was filed in the year 1735 by the attorney-general against the corporation by their then style, under a subsequent charter of "The mayor, aldermen, and burgesses of the borough of Warwick," under the proceedings on which, it appeared, upon a reference to the Master and a report made by him, that there was then a sum of 3,109*l.* 13*s.* 2½*d.* due from the defendants on account of King Henry Eighth's estate, and that the then annual produce of the said estate was 620*l.*; and it was ordered on the 17th January 1738, on confirmation of the Master's report, that the salaries mentioned in the preceding decree should be augmented as follows, the vicar's of St. Mary's to 80*l.*; his assistants to 40*l.*; the vicar of St. Nicholas's to 60*l.*; the vicar of Budbrooke's to 31*l.* 18*s.*; the schoolmaster's to 40*l.*; the usher's to 12*l.*; the clerk's of St. Mary's to 7*l.* 6*s.* 8*d.*; the sexton's to 4*l.*; and the mayor's to 30*l.*, which stipends amounted to 305*l.* 4*s.* 8*d.*, and being deducted from 620*l.*, left a surplus of 314*l.* 15*s.* 4*d.* a year, which was directed to be applied to the purposes mentioned in the decree of the 13th Chas. I.: And it was likewise ordered that the debt of 3,109*l.* 13*s.* 2½*d.* should be paid into the hands of a receiver, who was directed to be appointed for King Henry Eighth's estate, and should be applied to pay the arrears of the stipends, and to the other uses declared in the said former decree: And it was further directed by order of 31st October 1739, that when the receiver appointed by the Court to receive and apply the rents of the said estate should be discharged, (and the corporation reinstated in the management thereof) the corporation should appoint a receiver, who should be bound to the mayor, senior alderman, and vicar of St. Mary's for the time being, with two or more sureties, in 1,200*l.* penalty, to answer what he should receive, and account annually to the corporation, and apply the rents and profits to such uses as are directed by the decree of 17th July, 13 Car. I. and the several orders made in that cause. The management of the estates was restored to the corporation in 1769.

Upon a petition presented in 1777 by the then vicar of St. Mary's, and the mayor, alderman, and burgesses, an order was made on the 17th March 1779, for the further augmentation of the salaries, and for some additional salaries to be paid to certain officers of the corporation out of the rents of the estate, as follows: The annual produce of the said estate being then found to be 1,253*l.* 9*s.* 4*d.*; the salary of the vicar of St. Mary's to be increased to 135*l.*; that of the assistant at St. Mary's to 60*l.*; that of the vicar of St. Nicholas's to 100*l.*; that of the vicar of Budbrooke to 56*l.* 18*s.*; that of the master of the free-school to 75*l.*; that of the usher to 30*l.*; that of the clerk of St. Mary's to 11*l.* 16*s.* 18*d.*; that of the sexton to 6*l.* 10*s.*; that of the mayor to 100*l.*: and that the following additional salaries should be paid, to the town-clerk 15*l.*; to the serjeant-at-mace 15*l.*; to the yeoman-serjeant 10*l.*; to the beadle 5*l.*; and that certain provisions should be made out of the surplus for taking down and rebuilding the chanel of St. Nicholas's church.

Upon

Upon a further petition presented in 1816 by the several parties receiving stipends (except the usher of the King's school) and a reference to the Master thereon, it was found and certified by him that the annual produce of the estate was then 2,475*l.* 10*s.* 8*d.*; that the expenses of repairing the church and chancel of St. Mary's, the chancel of St. Nicholas's, the vicarage-house of St. Mary's, the college, and other buildings belonging to and repaired by the charity, the public pavements repaired out of the revenues thereof, and lighting the streets within the borough, and the monies expended in the relief of the poor and aged in the said town, repairs of the great bridge, and such other good uses and purposes tending to the general good of the town and ease of the inhabitants, as the mayor, aldermen and burgesses had thought fit, and in the management and improvement of the estates, (exclusive of the sum of 1,000*l.* paid to the Earl of Warwick towards the expenses of building the new bridge, under the provisions of the Act of Parliament passed in the 29th year of Geo. III. for building the same,) amounted on the average of 25 years, ending at Lady-day 1816, to 780*l.* 17*s.* 11½*d.*, which sum, added to the regular outgoings for land-tax, rent reserved on the charter, stipends, gift of weekly bread, and other small charges therein set out, amounting to 800*l.* 11*s.* 6½*d.*, left a surplus upon the annual rent of 894*l.* 1*s.* 2*d.*; and it was thereupon recommended by the Master that the following increased stipends should in future be paid : viz.

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	£.	s.	d.
To the vicar of St. Mary's	250	—	—
To the assistant	105	—	—
To the vicar of St. Nicholas's	200	—	—
To the vicar of Budbrooke	100	—	—
To the master of the King's school	135	—	—
To the clerk of St. Mary's	20	—	—
To the sexton	10	—	—
To the mayor	150	—	—
To the town-clerk	25	—	—
To the serjeant-at-mace	25	—	—
To the yeoman-serjeant	15	—	—
To the beadle	10	10	—

This Report was confirmed by order, dated 22d January 1818. The Master having stated his opinion that there was not any person who really and effectually fulfilled the office of usher of the King's school, that stipend was omitted in the decree.

The several stipends still continue at the amounts fixed by the last decree.

In addition to his stipend of 250*l.* the vicar of St. Mary's receives the surplice-fees, (which appear by the rental of 1572 to have been then paid to the corporation,) and is provided by the corporation with a dwelling-house, according to the exigency of the King's grant. The vicarage-house was formerly situated at the corner of a street called the Square, near the front of St. Mary's church. By Indenture, dated the 5th March 1768, this house was exchanged with the representatives of the late John Dennitt, alderman of the said borough, in pursuance of an agreement made with him in his lifetime, for two messuages or tenements, yards, gardens, orchard, and back-side, called the Deanery, adjoining to St. Mary's church-yard, in or near a place called the Bachelor's Butts, for the purpose of making a more convenient residence for the vicar.

The premises thus received in exchange now consist of a good dwelling-house and garden, and form the present residence of the vicar. The repairs of this house, but not the taxes, are defrayed by the corporation.

By the original charter the corporation were required to maintain two chaplains to officiate in St. Mary's church; and it appears accordingly in the earlier rentals that two assistants to the vicar were paid out of the rents of the King's estate, but from a period antecedent to the decree of the 13 Charles I. one assistant only has been so paid. For the last three years the payment of the stipend allotted to the assistant minister has been suspended, in consequence of dispute subsisting between the vicar and the corporation, and now pending before the Court of Chancery, which of them has the right of appointing such assistant.

The vicar of St. Nicholas's, in addition to his salary, receives the surplice-fees, and has a good house, with a garden, adjoining to the church-yard, provided for him by the corporation. These form the whole emolument of the vicarage, the right of presentation to which is exercised by the corporation.

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continued.

The vicar of Budbrooke is also presented by the corporation. In addition to his salary he receives the vicarial tithes, (which he appears by the rentals to have done from the earliest times,) and has a house provided by the corporation, which he keeps in repair.

The patronage of the vicarage of Chaddesley also, is expressly given by the charter to the corporation; and it appears from the old corporation documents that it was formerly exercised by them, but that about the year 1630 the right of presentation was surrendered by the corporation to the Crown. It is now exercised by the Bishop of Worcester; the vicar enjoys the vicarial tithes, and does not appear to have ever received any thing from the corporation in addition thereto.

The master of the King's school has a house provided for him in addition to his salary, as required by the charter, which we shall more particularly advert to presently, in giving an account of that branch of the King's charity.

The weekly distribution of bread alluded to in the order of 1818, is made in pursuance of an order of Court of the 17th December 1748, and the Master's report made thereon on the 24th January 1749, directing that such distribution, to the amount of 20s. a week should be made out of the residue of the rents, after payment of the salaries and charges. Twenty-six sixpenny loaves, and one threepenny loaf, are sent every Sunday to St. Mary's church, and thirteen sixpenny loaves, and one threepenny loaf to St. Nicholas's church, and are given away to poor persons of the respective parishes, according to permanent lists, the vacancies in which, as they occur by death, are supplied in the parish of St. Mary, by the corporation, and in the parish of St. Nicholas, by the vicar and churchwardens.

The foregoing are the only specific payments directed to be made out of the revenues of the King's charity-estate; the application of the residue, after paying the King's rent, land-tax, and certain charges on the estate, and the receiver's salary, under the discretion vested in the corporation by the decree of the 13th Charles I. will appear from the following statement of expenditure.

This may be classed as follows, viz.

	£.	s.	d.
1. Charges and fixed payments :			
Land-tax in Warwick, Budbrooke, Chaddesley, and Radford (1825-6) -	69	5	10
King's rent reserved by the charter (with acquittance, 6d.) £. 6 14 2			
Land-tax deducted - - - - -	1	-	-
	5	14	2
Tenths of St. Mary's (acquittance and duty, 8d.) - - - - -	2	-	8
Tenths of St. Nicholas's (acquittance, 6d.) - - - - -	1	7	2
Paid to the Archdeacon of Worcester, for procurations and synodals for St. Mary's church (acquittance, 4d.) - - - - -	-	15	8
Dean and Chapter of Worcester, one year's pension, (acquittance, 4d.) -	-	10	4
Chief-rent to the Earl of Warwick - - - - -	1	15	2½
Charges of visitation - - - - -	-	16	8
Composition paid for the vicarial tithes of the rectorial farm at Budbrooke - - - - -	5	5	-
Highway and poor levies at Budbrooke, (average) - - - - -	-	14	-
Salaries fixed by the order of the Court of Chancery of the 22d June 1818, as above set forth - - - - -	1,045	10	-
Weekly distribution of 20s. worth of bread, pursuant to order of court, as above mentioned - - - - -	52	-	-
Receiver's salary - - - - -	50	-	-
Stamps - - - - -	3	14	11
2. Of the disbursements made out of the residue, under the general directions given in the decree of the 13th Charles I., the following may be considered as regular annual payments ;			
Salary of the organist of St. Mary's - - - - -	50	-	-
Paid by contract to the Warwick Gas Company, for lighting the Town from Michaelmas to Lady-day - - - - -	265	-	-
Additional payment for lighting during the month of September - -	37	17	-
Rent of room for storing lamps and oil - - - - -	5	-	-
Rent of shed and yard used by the skin-stampers - - - - -	5	-	-
Insurance of the college, (the premises appropriated to the King's school) - - - - -	2	15	4
Salary for winding up the clock at the East chapel - - - - -	-	10	6
Expense of the nightly watch - - - - -	100	-	-
	£.	1,705	12 5½

The present regulation respecting the nightly watch having been found insufficient, it is in contemplation to adopt another plan, which will occasion some additional expense.

3. Other payments out of the residue may be considered as ordinary disbursements, though of very uncertain amount. A general statement of these for the last four years will suffice to show their character.

The repairs of the buildings, with other improvements upon the charity-estates out of Warwick, have amounted, during that period, to 213 *l.* 7 *s.* 3 *d.*, giving an annual average of 53 *l.* 6 *s.* 10 *d.*

The repairs of the chancel of Budbrooke church, and furniture provided for the pulpit and rectory-seat, have cost rather more than 50 *l.*, averaging from 12 *l.* to 13 *l.* per annum.

The repairs of St. Mary's church were, till the year 1822-3, included in the churchwarden's account, the whole of which was defrayed from this fund; its amount in that year was 510 *l.* 3 *s.* 2 *d.*; in the preceding year, 437 *l.* 11 *s.* 10 *d.* From that time the corporation have paid these repairs separately. Their amount in the three following years has been,

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	£.	s.	d.
In 1823-4 (including 130 <i>l.</i> 10 <i>s.</i> for repairing and adding new works to the clock, and chimes, &c. and 22 <i>l.</i> 5 <i>s.</i> for Bibles and Prayer Books) - - - - -	344	18	10
- 1824-5 - - - - -	373	13	2
- 1825-6 (including 13 <i>l.</i> 10 <i>s.</i> for coals) - - - - -	32	2	8

The churchwarden's separate account for the two first of these years, amounting together to 247 *l.* 17 *s.* 6 *d.*, was paid from this fund, but it is not intended to pay it in future.

The repairs of the vicarage-house of St. Mary's; of the east chapel, (an old building over what was formerly the eastern gate of the town, now appropriated for the purpose of a charity-school, of which we shall speak more particularly under the head of Mrs. Greville's charity); of the market-house, and some other buildings in the town belonging to the charity; of the great bridge; of the chancel of St. Nicholas's church, and some other disbursements of that church, (for stoves, Bibles, and Prayer Books, removing the pulpit and desk, &c., amounting to 44 *l.* 9 *s.* 3 *d.*), have amounted

	£.	s.	d.
In 1822-3 to - - - - -	109	13	1
- 1823-4 - - - - -	175	5	8
- 1824-5 - - - - -	102	-	4
- 1825-6 - - - - -	178	19	9

4. Extraordinary disbursements to large amounts have from time to time been made for various purposes, which have been deemed to be for the general good of the town. The following have been incurred during the last four years, viz.

- For cast-iron pillars for lighting the streets with gas, 94 *l.* 10 *s.*
- For putting up iron balustrades and gates to St. Mary's church-yard, 290 *l.* 1 *s.* 1 *d.*
- For the expenses attending the preparation of a new burial-ground for St. Mary's parish, in Friar's-lane, the ground being given for the purpose by the Rev. Thomas Cattell, viz. inclosing it on three sides with a brick-wall, and in the front with iron palisades and gates, erecting therein a chapel for the performance of the burial-service, and the costs of the conveyance and consecration, 2,187 *l.* 19 *s.* 2 *d.*
- For building a wall round a piece of ground, given by the Earl of Warwick to enlarge the burial-ground in St. Nicholas's parish, 119 *l.* 12 *s.*
- For widening the top of Church-street in the parish of St. Mary, 400 *l.*
- In 1822 there was paid for taking a survey, and making a plan of the town, 77 *l.*, and in 1823 for law expenses 21 *l.*

According to the foregoing statement the average amount of the ordinary, but uncertain, disbursements, is about 458 *l.* per annum, which, added to the

A receiver is appointed by the corporation, as directed by the order of the 31st of October 1739, who acts as treasurer, and makes all the payments under orders from the corporation. The accounts are audited every year on the Tuesday of the Easter Sessions, by two magistrates of the county, one appointed by the receiver on behalf of the corporation, and the other by the vicar of St. Mary's, pursuant to the direction of the decree of the 13th of Charles I.

At the audits for the last four years the state of the accounts appears to have been as follows.—

Easter 1823.—Charge:										£.	s.	d.
Rental	-	-	-	-	-	-	-	-	-	2,723	18	8
Arrears due from former year (deducting the 2 <i>l.</i> from the schoolmaster)	-	-	-	-	-	-	-	-	-	1,421	1	6
Balance in hand from former year	-	-	-	-	-	-	-	-	-	445	1	5½
Timber	-	-	-	-	-	-	-	-	-	24	10	-
Arrears received of rent or tithe for lands exchanged, and therefore no longer in the rental	-	-	-	-	-	-	-	-	-	4	1	-
										4,618	12	7½
Discharge:												
Disbursements as set forth	-	-	-	-	-	-	-	-	-	£. 2,570	-	9½
Arrears remaining	-	-	-	-	-	-	-	-	-	1,694	8	7
										4,264	9	5
Balance in receiver's hands										-	-	
										354	3	2¾
Easter 1824.—Charge:												
Rental	-	-	-	-	-	-	-	-	-	2,636	1	8
Arrears from former year, deducting as above	-	-	-	-	-	-	-	-	-	1,692	8	7½
Balance of former year	-	-	-	-	-	-	-	-	-	354	3	2¾
Arrears received (as above)	-	-	-	-	-	-	-	-	-	39	18	4
										4,722	11	10½
Discharge:												
Disbursements	-	-	-	-	-	-	-	-	-	£. 2,884	10	1
Arrears remaining	-	-	-	-	-	-	-	-	-	1,442	16	6
										4,327	6	7
Balance in receiver's hands										-	-	
										395	5	3¼
Easter 1825.—Charge:												
Rental	-	-	-	-	-	-	-	-	-	2,645	15	9
Arrears from former year, deducting as above,	-	-	-	-	-	-	-	-	-	1,440	16	6
Balance of former year	-	-	-	-	-	-	-	-	-	395	5	3¼
Arrears received as above	-	-	-	-	-	-	-	-	-	2	17	-
										4,484	14	6¼
Discharge:												
Disbursements	-	-	-	-	-	-	-	-	-	£. 3,174	1	10½
Arrears remaining	-	-	-	-	-	-	-	-	-	1,313	-	5
										4,487	2	3½
Balance due to the receiver										-	-	
										2	7	9¼

Easter 1826.—Charge :										£.	s.	d.	Warwick.
Rental	-	-	-	-	-	-	-	-	-	2,756	15	9	King Henry the Eighth's Charity, &c. <i>continued.</i>
Arrears from former year (deducting as above)	-	-	-	-	-	-	-	-	-	1,311	-	5	
For materials of a house pulled down	-	-	-	-	-	-	-	-	-	201	3	-	
For timber fallen at Chaddesley	-	-	-	-	-	-	-	-	-	9	9	10	
										4,278	9	-	
Discharge :													
Disbursements	-	-	-	-	-	-	-	-	£. 3,804	6	10	$\frac{1}{2}$	
Arrears remaining	-	-	-	-	-	-	-	-	1,625	6	4		
										5,429	13	2	$\frac{1}{4}$
Balance due to the receiver										1,151	4	2	$\frac{1}{4}$
If from the arrears now due, viz.,										£. 1,625	6	4	
This balance is deducted	-	-	-	-	-	-	-	-	-	1,151	4	2	$\frac{1}{4}$
It leaves an actual balance due to the charity of										£. 474	2	1	$\frac{1}{2}$

Upon the construction of King Henry the VIIIth's charter alone, it might perhaps be questionable, whether any claim existed against the corporation in respect of the property granted to them, which would authorize us to inquire into the state of that property, and the application of its revenues, beyond the stipends limited by that charter to the vicar of St. Mary's and the master of the King's school, (and for securing which a power of distress was given them upon the premises granted,) the dwellings directed to be provided for them, and the provision made for the salaries of the other persons mentioned in the charter. But as the property derived from this grant has been for so long a course of years placed under the control of the Court of Chancery, and has been dealt with by that court as wholly appropriated to charitable uses, we have felt it incumbent on us to go into this lengthened inquiry.

With respect to the several stipends, as these have from time to time been settled by orders of the Court of Chancery, made upon the application of the persons interested in them, it seems unnecessary for us to make any comment thereon.

With respect to the application of the residue, we may observe that this has been from time to time brought under the consideration of the Court of Chancery; and that upon the last investigation before the Master in 1817, the lighting and paving the town were recognised as legitimate objects of expenditure. We cannot however but think, that in this application somewhat more attention might and ought to be paid to the terms of the decree of the 13th Charles I., which, among the objects for the employment of the residue, mentions "the relief of poor and aged people in the town, and other religious good and charitable uses, tending to the general good of the town, and the ease of the inhabitants."

With the exception of the weekly distribution of bread, and the disbursements on account of the King's school, there is no regular or habitual application of any part of the income of these estates to purposes of charity, strictly so called. We find only some contributions, few in number, and at distant periods, though of considerable amount, in aid of different subscriptions for the relief of the poor in times of difficulty. In 1800 three sums of 50 guineas each were thus applied, and in 1816, a sum of 100*l.*; and we may add as charitable contributions, the granting the use of the East Chapel rent-free, for the charity-school, and the expense of building at different times two additional rooms there for the use of the school, the last of which lately erected has cost upwards of 200*l.* It seems to us also questionable whether the extraordinary disbursements, such as we have above specified, however desirable their objects, have always been made within those limits which were sufficient for the reasonable attainment of the benefit proposed.

One of the objects specified in the decree for the employment of the residue of the rents is the apprenticing poor children born and bred in the town. This mode of application has not been resorted to, and may have been rendered unnecessary by the number of other charities in the place appropriated to that purpose.

Warwick.

King Henry the
Eighth's Charity,
&c.
continued.

THE KING'S SCHOOL.—The premises in which the grammar-school founded by King Henry's charter, and called the King's School, is held, were purchased by the corporation in 1699, and were conveyed by Indenture, dated 25th March in that year, whereby, after reciting that Sir Thomas Wagstaff had contracted with the mayor, aldermen and burgesses of the borough of Warwick, to sell them the premises thereafter mentioned for the sum of 300*l.* but had since been pleased of his good will to the said borough to abate and give them 40*l.* thereof, It was witnessed, that in consideration of the sum of 260*l.* he the said Sir Thomas Wagstaff granted and conveyed to Fulke Lord Brooke, William Colmore, William Bolton, and Thomas Newsham, their heirs and assigns, in trust for the said mayor, aldermen and burgesses, and their successors, all that capital messuage commonly called the College, with the buildings, orchards, gardens and appurtenances thereto belonging, situate in the parish of St. Mary, in the borough of Warwick, between the church-yard on the west, and a house called the Deanery on the north, a street called the Butts on the east, and a little lane called Tinkatank Lane on the south, and also a little house or room at the west end of the said lane standing on the stone-wall of the said college on the one side thereof, and the wall adjoining to the garden of Elizabeth Heath, widow, on the other.

From the accounts of 1697-8, and the following year, it appears that this purchase was made for the purpose of a new school-house; and that in addition to the 40*l.* given by Sir Thomas Wagstaff in abatement of the purchase-money, Lord Brooke contributed 40*l.* Mr. Colmore 20*l.* and Sir Henry Puckering 10*l.* towards the purchase.

An additional garden was laid into the premises comprised in this purchase by the Earl of Warwick in the year 1767, which had formed part of the deanery-grounds belonging to him, and the remainder of which grounds now form the premises of the vicarage-house.

The college premises consist of a large old house, surrounding a small quadrangle, with a large garden annexed thereto, comprising two good school-rooms, one of which was built in 1799 by the corporation, for the accommodation of the master, on occasion of an increase in the number of boarders taken by him. These premises are occupied by the master of the grammar-school, and were put into complete repair when the present master was appointed in 1792. The corporation have continued to keep the external building in repair, but the interior repairs have been almost entirely defrayed by the master.

Besides the endowment under the charter, the following donation has been made in augmentation of the provision for the schoolmaster and usher:

Vyner's Gift.—*William Vyner*, of the borough of Warwick, gentleman, by Deed Poll, dated 6th November, 11 Charles I., (1636) after reciting that he was seised in fee of a messuage, and of two closes and a meadow to the same belonging, situate in Ethrop alias Ethorpe in the county of Warwick, which he had lately purchased of Henry Clarke, granted to the bailiff and burgesses of the borough of Warwick, in the county of Warwick, and to their successors for ever, and to Thomas Vyner, and Samuel Moore, citizens and goldsmiths of London, and Charles Worthington, of Warwick, gentleman, and their heirs, an annuity or yearly rentcharge of 6*l.* payable out of the said messuage and premises, upon trust, to pay yearly to the schoolmaster of the free grammar-school in the borough of Warwick, being a school of the foundation of King Henry the Eighth, 4*l.* parcel of the said rentcharge, by equal portions at Lady-day and Michaelmas, and to the usher of the said grammar-school, 40*s.* being the residue of the said rentcharge, by equal portions at the feasts aforesaid, for the better increase of the maintenance of the said schoolmaster and usher; but if the schoolmaster and usher for the time, should be negligent in the performance of the duties of their place or places, or insufficient, and unworthy thereof in the judgment of the bailiff and burgesses and other grantees, and their heirs, and the two vicars of the parishes of St. Mary and St. Nicholas in the borough of Warwick, or of the major part of them, then, during the continuance of such schoolmaster or usher, the said bailiff and burgesses, and their successors, and the other grantees and their heirs, should dispose of the said annuities, or either of them, to such poor decayed householders in the borough of Warwick as in their discretion should have most need of relief and comfort; and when a deserving schoolmaster or usher should again be placed in the school, then the said 6*l.*, or such part as should be disposed of to the poor, to return to him or them

them for whom the same was originally intended ; and when it should happen that there should be no sufficient usher in the school, then, during all the time of the want and vacancy of such usher, the trustees should pay to the schoolmaster the annuity of 40s. so limited to the usher.

This annuity of 6*l.* was received from the late Mr. Vyner, of Eathorpe, but was in arrear at the time of his death, which took place in 1823. The arrears, amounting to 48*l.*, have been since paid by Mr. Hayward, of the Temple, who manages the property belonging to Mr. Vyner, at Eathorpe, now in the possession of his widow. The whole 6*l.* per annum is now paid to the schoolmaster, there being at present no usher in the school.

The schoolmaster also receives 2*l.* a year from the trustees of Oken's charity, of which a full account will be found in a subsequent page. These two sums, added to the stipend of 135*l.* fixed by the order of 1818, and paid by the corporation, constitute the whole of his permanent income. The master is appointed by the Lord Chancellor.

This school is not expressly called a Grammar-School in the charter, but it appears to have been always conducted as such, and is clearly so considered in the decree of the 13th Charles I. The instruction imparted is Latin and Greek, to such extent as the parents of the children desire ; no other instruction is given in the school, the scholars going to other teachers to learn writing and arithmetic. The Rev. George Innes, the present master, had been second master at Rugby school, and when he became master of this school adopted the modes of instruction practised there. For several years he took boarders, and had a considerable number, but was afterwards obliged to discontinue them from ill health, and has been prevented, as he informs us, by the same cause, from resuming them.

In the first year of his mastership, which was in 1793, nine free scholars attended the school ; the number has since fluctuated very much, but never exceeded that amount, except in 1796, when there were 10, and in 1823, when 11 attended. In general the number has fallen considerably short of the first amount, frequently being not more than two or three. The average number of free scholars during the 34 years that Mr. Innes has been master, is little more than five a year. All who have chosen to attend the school have been received. At present there are only five boys there, two of whom are not on the foundation, not having been born in the town, as required by the decree of the 13th Charles I., and for their education the parents pay two guineas a quarter.

The scholars on the foundation pay 1*l.* 11*s.* 6*d.* entrance, and 5*s.* each half year, viz. ; 4*s.* for firing, and 1*s.* for cleaning the school. The entrance-money Mr. Innes found to be an established payment at the time when he took possession of his situation, and also the 1*s.* for cleaning the school. He has continued these charges, together with the 4*s.* for firing, during the whole time that he has been master, and neither of them have ever been objected to. It seems to us, however, that the payments thus required are scarcely compatible with the character of a free-school, or with the express provisions of the decree of the 13th Chas. I.

There is no mention of an usher in the charter, but this office appears to have been established from a very early period. There has now, however, been no usher employed in the school since 1807. From Michaelmas 1811 to Michaelmas 1814 the usher's salary was given in augmentation of the salary of the assistant minister at St. Mary's, who was qualified to receive it by a formal appointment as usher, but without being required to perform any duty in respect of such appointment. From 1814 it has not been paid, and as we have seen, was by the order of 1818 expunged from the list of pensions.

We cannot but observe with regret how very little benefit has of late years been derived from this establishment. Previously to Mr. Innes's appointment the school appears to have fallen into great decay under the management of Mr. Roberts, who had been schoolmaster from the year 1763. Towards the latter part of his mastership there were no boarders, and few, if any, free-scholars. In the time of his predecessor, Mr. Lydiat, it is stated to have been a flourishing school, both for boarders and foundation-boys.

Mr. Innes's qualifications as a master are highly spoken of, but his health is stated to be bad, and without much activity and zeal, as well as ability on the part of the master, there seems but little prospect of an institution of this kind being carried on with efficiency. It should, however, be noticed that

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 King Henry the
 Eighth's Charity,
 &c.
continued.

even during the early part of Mr. Innes's mastership, while he had a flourishing seminary of private boarders, the inhabitants of Warwick did not manifest any great disposition to avail themselves of the privilege of sending their children to this free-school. This privilege, it is to be observed, was not limited by the charter to children born in the town of Warwick; for aught that appears, this restriction was first imposed by the decree of the 13th Charles I. If the school were thrown open to the extent which the terms of the foundation would appear to justify, it might, perhaps, tend, with some increased activity on the part of the master, to replenish its numbers, and to promote its usefulness, especially when the academical advantages are considered which this school possesses, and which we are now about to advert to.

Fulk Weale's Exhibitions.—*Fulk Weale*, of Warwick, woollen-draper, by Will, dated 1st of February 1729, gave and bequeathed, after payment of his debts, legacies, and funeral expenses, all the residue of his personal estate to Simon Biddulph, esq., Thomas Ward, esq., James Prescott, esq., the Rev. William Greenwood, D. D., and the Rev. Thomas Norton, upon trust, that as soon as his executor, the said Thomas Norton, should have gotten together all his said personal estate, the same being converted into money should be placed at interest in the names of the said trustees, until a convenient purchase of lands of inheritance could be met with; and that the said money, with the interest thereof, should be laid out in the purchase of lands of inheritance within two years after his decease, or as soon after as possible, which lands should be settled by the said trustees upon such a number of feoffees or trustees as the major part of them should in their discretion, or by the advice of counsel, deem necessary, to the end and intent that the clear yearly profits of such lands should be applied towards the maintenance and education of two young men at a time, natives of the town of Warwick, and in default of such natives, then to one or two other boys, in some of the universities at Oxford, for the space of seven years; which said young men should from time to time be such as should be bred up in the free-school at Warwick till they arrive at the age of 17 years, and as should be qualified and recommended fit to be sent to the university, and approved of as so qualified by the trustees or feoffees; and in case of the death of either of the said young men in the said seven years, then for the use and benefit of such other young man so qualified as the trustees should send in his room, so that each young man should receive the benefit of half the clear profits of the estate for the space of seven years in the said university, and no longer, and then two other young men to be sent from the said school so qualified and approved of as aforesaid for other seven years, and so for ever; and he desired that a preference might be given to any relations of his own duly qualified.

It appears from an account rendered by the executor of Mr. Weale, dated the 14th November 1735, and with which the trustees' account-book of this charity commences, that the residue of the personal estate of the testator collected by him down to that time, after paying debts, legacies, and funeral expenses, was 1,011*l.* 9*s.* 1½*d.*, of which 1,000*l.* was paid for the purchase of an estate at Hampton-Curlieu, then on lease for a long term of years, at the yearly rent of 40*l.* The expense of the purchase was 28*l.* 18*s.* 4*d.*, to defray which, one half year's rent, being 18*l.* 15*s.* (after deducting land-tax) was applied, leaving in the hands of Mr. Norton the executor 1*l.* 5*s.* 9½*d.*

The estate thus purchased was by Indentures of Lease and Release, dated 27th and 28th August 1734, conveyed by Mary Hawkins, widow, Thomas Plampin, esq. and Benjamin Purshall (a trustee for the said Plampin) to Simon Biddulph, esq., Thomas Ward, esq., William Greenwood, D. D., and the Rev. Thomas Norton, surviving trustees named in the will of Fulk Weale, their heirs and assigns, by the description of a messuage or tenement in Hampton-Curlieu otherwise Hampton-on-the-Hill, in the parish of Budbrooke, in the county of Warwick; and all those closes of meadow and pasture commonly called the Warden Close, the Pingle, Orton's Close, Townsend Close, Quinton Close, Copdale Close, and Copdale Meadow; and also the Doles, Leys, and aftermath or lattergrass, lying in a certain meadow called Sow Meadow, in Hampton Curlieu aforesaid; and also two other closes called the Little Heath Hill, and the New Heath Hill, adjoining to it by the way leading from Upper Norton towards Warwick; and also those other closes of land called Embrow Hill, New Close, New Close Bottom, and Little Lime Piece; and also the latter

latter or aftergrass lying in a certain meadow in Hampton aforesaid, called Embrow Meadow; and also two parcels of arable-land, containing by estimation about 14 acres; and one piece of meadow-ground, containing about five acres, with all houses, outhouses, &c. and appurtenances to the said messuage and lands belonging.

It further appears from the trustees' accounts, that besides the assets collected from the personal estate of the testator as above mentioned, there was outstanding a bond for 500*l.* from a Mr. Colmore, for the recovery of which proceedings were commenced in the Court of Chancery. Upon this bond 110*l.* was received in 1742, and a compromise afterwards took place between the trustees and the representatives of Mr. Colmore, by which the latter agreed to pay a further sum of 800*l.* in satisfaction of principal and interest, and which sum was accordingly paid in 1748. This 800*l.* remained in the hands of Mr. Serjeant Willes at four per cent interest till 1755, when the funds in hand arising from this money, and the interest thereon, some other trifling debts collected by Mr. Norton, and the savings upon the rents of the estate at Hampton-Curlieu, amounted to 1031*l.* 12*s.* 1½*d.* With this another estate was purchased at Langley, in the parish of Claverdon, the cost of which, with the expense of the conveyance, was 1,030*l.* 5*s.*, leaving a balance in hand of 1*l.* 7*s.* 1½*d.*

This last-mentioned estate was by Indenture, dated 16th April 1755, conveyed by Edward Willes, serjeant-at-law, in consideration of the sum of 1,000*l.*, to William Greenwood, D.D., his heirs and assigns, by the description of a messuage or tenement situate in Langley, in the parish of Claverdon, in the county of Warwick, and a close of arable-land or pasture in Langley, called Hovel Close, adjoining to the said messuage; another close in Langley called Tibbe Close; another close called Paddock; another close called Peard Hill; another close theretofore divided into two, called Coppice Moors; another close called Middle Moors, otherwise Old Moors; another close theretofore in four parts divided, called Scarletts Moors; another close called Stretchcroft; another close called Wheat Hill; another close called Park Field; five lands lying in Langley, in a field called Grove Field; a little meadow adjoining to a lane called Hollow Lane, on the south side thereof; several doles and poles of meadow-ground lying dispersedly in the common meadows of Langley, then or theretofore occupied with the said messuage and closes; and also another messuage in Langley, and a close of arable or pasture-land called Cornhill, adjoining to the same; another close called Conell; another close then divided into two parts, called Watery Furlongs; another close called Albrights Watery Furlongs, then divided into two parts; another close called Nether Whitnell; several poles of meadow-ground lying dispersedly in the common meadow of Langley, theretofore occupied with the said last-mentioned messuage and closes, all which premises are described to be in Langley aforesaid, and all other the messuages, lands, &c. of him the said Edward Willes, lying and being in Langley aforesaid, except the coppice-wood called Stretch Wood Coppice.

By Indenture, dated 19th April 1755, between William Greenwood, D.D., surviving trustee named in the will of Fulk Weale, of the one part, and Francis Earl Brooke, and twelve others, of the other part, reciting the will of Fulk Weale, and the purchase of the estate at Hampton Curlieu, and also the purchase of the premises in Langley mentioned in the preceding deed, which the said William Greenwood declared were so purchased by him with money in his hands, of the estate of the said Fulk Weale, for the purposes mentioned in the will of the said Fulk Weale; It was witnessed, that the said William Greenwood granted to the said Earl Brooke and others, of the second part, their heirs and assigns, the messuage and lands in Hampton-Curlieu, as described in the before-mentioned conveyance of the 27th and 28th August 1734; and also the messuages and lands in Langley as described in the last-mentioned conveyance of the 16th April 1755, to hold the same to the use of the grantees, their heirs and assigns, upon trust, to employ the rents and profits of all the said premises, to such uses, intents, and purposes as were declared in the will of the said Fulk Weale; and it was provided, that when the number of trustees should be reduced by death to two, the survivors should within three months add, nominate, and appoint other substantial inhabitants of the borough of Warwick to be trustees, and to convey the trust-premises to

Warwick.

King Henry the
Eighth's Charity,
&c.

continued.

Warwick.

King Henry the
Eighth's Charity,
&c.
continued.

such other trustees, their heirs and assigns, for the continual performance of the trust aforesaid.

By Indentures of Lease and Release, dated 24th and 25th March 1802, between George Earl of Warwick and others, the then surviving trustees, of the one part, and William Throckmorton, esquire, and Charles Lord Dormer, of the other part, after reciting among other things, that the parcels of land thereafter respectively conveyed in exchange were of equal value, or nearly so, and in such situation that it would be a convenience and benefit to each of the parties thereto, and their respective estates, for the exchange after mentioned to take place; It was witnessed, that the said trustees conveyed to the said William Throckmorton, and his heirs, a parcel of land called the Pit Close, containing by admeasurement one acre; another parcel of land called Horton Close, containing by admeasurement 2A. 0R. 20P.; another parcel of land called Old Orchard, containing 1A. 3R. 16P.; and another parcel of land called the Pingle, containing 2R. 9P., which said four parcels of land were situate at Hampton-Curlieu, and were part of the farm called the Exhibition Farm or Estate; and the said William Throckmorton, with the consent of the said Lord Dormer as therein stated, conveyed to the said trustees and their heirs a parcel of land containing by admeasurement seven acres, being the north-west end of a certain close or meadow called Imberrow Meadow, as then divided from the other part thereof, and bounded as therein stated; and also a close or parcel of land called Rushy Meadow, otherwise Withy-Croft, likewise described by its abutments, containing by admeasurement eight acres, which two parcels of land were also situate at Hampton-Curlieu aforesaid; to hold the same to the said trustees, and their heirs and assigns, upon the same trusts on which they stood seised of the said exhibition farm or estate under the will of the said Fulk Weale, in exchange for the said four parcels of land granted by them to the said William Throckmorton and his heirs.

This exchange appears to have been beneficial to the charity-estate.

The trusts of this charity have been continued by successive conveyances, the last of which is by Indentures of Lease and Release, dated 31st October and 1st of November 1823, whereby, after reciting the former deeds, in the last of which it had been stated that one of the houses on the estate at Langley had been taken down, the honourable Robert Fulk Greville, Charles Porter Packwood, esquire, Henry Richard Earl of Warwick, Sir Grey Skipwith, bart., and Matthew Wise, esq., surviving trustees, conveyed to the use of the grantors, and of the honourable Sir Charles James Greville, William Holbech, The Rev. Henry Wise, Thomas George Skipwith, Matthew Wise, jun., and Henry Christopher Wise, their heirs and assigns, the said trust-premises, by the description of a messuage or tenement in Hampton-Curlieu, and the several parcels of inclosed ground, occupied therewith, called Quinton Close, Cobdale Close, Cobdale Meadow, Musway Meadow, Triangle, or Little Lime Piece, Great Lime Piece, Brick Close otherwise Farther Heath Hill, Little Heath Hill, Home Close, or Hither Heath Hill, Imberrow Hill, New Close Pingle, or Little Meadow, Sow Meadow, except the tithe-dole therein, Imberrow Meadow, and Rushy Close, otherwise Withy Croft, and also the aftermath or latter-grass of the said tithe dole in Sow Meadow, and the latter or after-grass in a meadow in Hampton, called Embrow Meadow, all which premises contained together by estimation 108A. 3R. 8P.; and also one messuage or tenement in Langley, in the parish of Claverdon, and the several closes occupied therewith, called Farr Moors Close, Great Middle Close, Middle Close, Hither Moors, Barn Close, Tibbe Hill, Park Close, Little Watery Furlong, West Pleck, Grey Field, Great Watery Furlong, Lower Cornhill, Little Cornhill, Upper Cornhill, Whitnell Close, Whettle Close, Field Piece, and Far Close, and also five lands in Grove Field in Langley, and several doles and poles of meadow-ground in the common meadow of Langley, occupied with the said last-mentioned premises, all which messuages and lands last mentioned contain by estimation 90A. 1R., to hold the same upon the trusts declared in the will of Fulk Weale.

In February 1803 these farms were surveyed and valued by Mr. James, of Wellsbourn, a land-surveyor, who estimated the annual value of the farm at Hampton-Curlieu, at 97*l.* 2*s.* 10 $\frac{1}{2}$ *d.*, making a deduction of 7 $\frac{1}{2}$ per cent, amounting to 7*l.* 5*s.* 10 $\frac{3}{4}$ *d.*, if the tenant should take the repairs on himself. He stated the land to be capable of very great improvement by draining, and a proper system of irrigation.

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The annual value of the farm at Langley he estimated at 74*l.* 17*s.* 7½*d.*, making a deduction of 5*l.* 12*s.* 9½*d.*, being 7½ per cent, if the tenant should undertake the repairs.

Upon the footing of this valuation leases were granted of the farm at Hampton-Curlieu to William Newey for 21 years from Lady-day 1803, at the yearly rent of 97*l.*, and of the farm at Langley to George Jobson, for the like term, at the yearly rent of 74*l.*, the trustees covenanting to put the farm-houses and building, and the gates, stiles, posts, rails, pales, walls, wells, pumps and bridges on each farm in good and tenantable repair previously to the 1st of November following, and the lessees respectively covenanting to keep the same in repair after the said 1st of November, being allowed stone, lime, bricks, and tiles at the kilns and quarries, and timber in the rough for such repairs, at such place as to the lessors should appear convenient, not exceeding seven miles from the demised premises. These leases expired at Lady-day 1824, but the farms are still held at the same rents, that at Hampton-Curlieu by John Riley and William Gardner, as trustees for Jones, a minor, to whom Mrs. Newey, the widow of the original lessee, left her stock, crops, and personal estate; and that at Langley by Mrs. Jobson, widow of the late tenant. The previous rents were 60*l.* for the farm at Hampton, and 40*l.* for that at Langley.

The repairs done by the trustees in pursuance of the provisions of these leases amounted to 162*l.* 19*s.*

The charges upon this estate are, for land-tax at Hampton Farm, 5*l.*; for land-tax at Langley Farm, 4*l.* 0*s.* 8*d.*; for receipt-stamps, 4*s.*; receiver's salary, 5*l.* 5*s.* The annual average of materials for repairs during the late leases was 3*l.* 12*s.*, making a total of 18*l.* 1*s.* 8*d.*

Previously to 1803 the stipend paid to each exhibitor, as his share of the respective rents, was 24*l.* 10*s.* from the Hampton estate, and 17*l.* 19*s.* 8*d.* from the Langley estate. Upon the improvement of the rents in 1803, the stipends were fixed at 65*l.* a year each, and in 1819 they were raised to 70*l.*, at which they now continue.

It appears that from 1798 to 1803, there was no exhibitor, but various expenses about the repairs, the cost of a new trust-deed, and of the leases of the farms, had reduced the balance in hand occasioned by the non-payment of the exhibitions to 2*l.* 11*s.* 10*d.*

From 1803 to 1810 there were two exhibitors, from 1810 to 1812 only one, from 1812 to 1814 two, from 1814 to 1816 one, from 1816 to April 1822, two; both exhibitions then becoming vacant, one was filled up in May, and the other in November 1823, by the present exhibitors, Mr. Richard Pritchard, of Magdalen Hall, and Mr. Cartwright, of University College, Oxford.

From the accumulations arising from the ordinary surplus of the rents, and the extraordinary surpluses accruing during vacancies in the exhibitions, and from some small sums received for timber cut on the farms, there have been defrayed since the year 1803, besides the repairs and the ordinary charges above mentioned, various sums for property-tax (which do not appear to have been ever received back); 92*l.* 13*s.* 10*d.* for the costs of some proceedings in Chancery relative to the mode of appointing the exhibitors; 45*l.* 1*s.* 8*d.* for the costs of the last trust-deed; 79*l.* for repairs done to the farms since the expiration of the leases, and felling and sawing timber for the same; and there remained in the receiver's hands on the 15th August 1826 a balance of 328*l.* 3*s.* 6*d.*

Directions have been given by the trustees for putting the farm-buildings in repair, of which they are much in want, and the cost of which it is supposed will exhaust 300*l.* of this balance; the repairs at Hampton-Curlieu are already in considerable forwardness; those at Langley have been suspended in consequence of a projected exchange; should that not take place, it is proposed, when the repairs of the respective farms are completed, to raise the rent of the farm at Hampton-Curlieu to 110*l.* a year, and that of the farm at Langley to 100*l.* a year.

The exhibitors have always been qualified by passing some period of their education, immediately previous to their attaining the age of 17, at the school, but it has sometimes happened that this portion of time has not been of long duration. One of the present exhibitors was there for

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King Henry the
Eighth's Charity,
&c.

continued.

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King Henry the
Eighth's Charity,
&c.
continued.

two years, the other for only one, but both are stated by the master, who is required to certify the fitness of the candidates, to have been well qualified for the University.

The exhibitioners appointed are required by the trustees to produce certificates of their baptism, ascertaining that they have attained the age of 17 years while at the school; they are considered ineligible if within that age, or if, after having attained it, they have quitted the school before applying for the appointment. The propriety of rejecting a candidate on the ground of his having thus quitted the school after attaining there the age of 17, was brought under the consideration of the Court of Chancery, on the petition of a candidate who had been so rejected, and by order of 12th June 1811, the Lord Chancellor (among other things) declared that he did not think fit to make any order upon that point, thereby confirming the propriety of the rule adopted by the trustees.

It is further required that the exhibitioner should enter upon the receipt of his exhibition only from the day of his commencing his residence at a College or Hall in Oxford, and that the exhibition should determine in seven years from the date of the order; and a certificate is further required from the head of the college at which the candidate enters, of his having so commenced residence.

Verney Exhibitions.—It appears that the Lady *Tryphena Verney*, by Indenture, dated 7th June 1672, conveyed an estate at South Littleton, in the county of Worcester, to Richard Lucy, of Charlcote, in the county of Warwick, esquire, Richard Verney, of Alaxton, in the county of Leicester, esquire, and John Charlett, of Hill, in the parish of Hadbury, and county of Worcester, esquire, and their heirs, for the maintenance of two poor scholars at Trinity College, Cambridge, to be chosen out of the school at Combrook, in the county of Warwick, or in default of scholars there fit for the University, out of the free-school of the town of Warwick.

We do not find any evidence of these exhibitions having ever been enjoyed, nor have we hitherto been able to obtain any satisfactory information concerning the property so conveyed by Lady Tryphena Verney; we must therefore reserve any further particulars respecting this charity for a future occasion.

THE HONOURABLE SARAH GREVILLE'S CHARITY.

The Hon. Sarah
Greville's Charity.

The honourable *Sarah Greville*, by Will, dated 17th March 1718, gave and bequeathed to her brother, the honourable Doddington Greville, the sum of 1,500*l.* upon trust, with all convenient speed after her decease, to lay out the said sum of 1,500*l.* in the purchase of freehold messuages, lands and tenements, of a good estate of inheritance in fee simple, in the county of Warwick, or any other county thereto adjoining, and to cause the same to be conveyed, settled and assured unto and upon nine persons of good ability and reputation, to be nominated as thereafter mentioned, their heirs and assigns, upon the several trusts thereafter mentioned, that is to say, upon trust, from time to time to pay one full and equal third part of the rents and profits of the said messuages, lands and tenements so to be purchased and settled as aforesaid, that should remain after all reasonable deductions and repairs should have been thereout first made and taken, to the minister and churchwardens of the parish of Knole, in the county of Warwick, to be by them laid out and employed for the providing comely and decent apparel, and paying the charges of schooling for such and so many poor children, of both or either sex, of the said parish of Knole, as the said third part would reasonably extend to; one other third part of the same clear rents and profits to the minister and churchwardens of the parish of St. Mary in Warwick for the time being, to be by them laid out and employed for the providing comely and decent apparel, and paying the charges of schooling for such and so many poor children of both or either sex of the said parish of St. Mary, as the said third part would reasonably extend to; and the remaining third part of the said rents and profits to the minister and churchwardens of the parish of St. Nicholas in Warwick for the time being, to be by them employed in and for the providing comely and decent apparel, and paying the charge of schooling for such and so many poor children, of both or either sex, of the said parish of St. Nicholas, as the same third

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continued.

third part would reasonably extend to; and in case it should happen at any time that in any of the same three parishes there should not be a number of poor children sufficient for the employing, in a decent manner, the whole proportion of the said rents and profits therein given to such parish, and that in any other or others of the said parishes there should be found poor children proper objects to receive her said charity, and having no part thereof, then she appointed that such overplus happening in any of the said parishes should be employed for the clothing and schooling of such children of any other of the said parishes; and in case there should be such objects in two of the said parishes, then one half part of such overplus should be applied in clothing and schooling such children in one of the same parishes, and the other half to the children of the other parish; but in case the number of poor children of one of the same parishes should not be so large as to require and take up one half of such overplus, then she directed such overplus to be divided between such two parishes in proportion to the number of poor children of each respectively; and she directed that the minister and churchwardens for the time being of the said three parishes should have the right of electing and nominating the said nine trustees, viz. three by the minister and churchwardens of each parish respectively, or the major part of them, whereof the minister to be always one; and as often as the number of trustees should be by death reduced to three, or less, the ministers and churchwardens of the said three parishes should choose nine other trustees, to whom, and to their heirs and assigns, the surviving trustees should convey the said messuages, lands and premises, upon the several trusts before mentioned; and she further directed, that the minister and churchwardens for the time being of the said three parishes respectively, or the major part of them, whereof the minister to be always one, should have the right of electing and nominating the poor children of their respective parishes that should be partakers of that charity, and that they should respectively appoint the fashions and colour of the clothing to be worn by the children, and that the fashion and colour, when once settled, should never afterwards be altered; and she further directed, that no child should be appointed to partake of that her charity who should be under the age of six years, or above the age of 12 years, and that none should continue to partake thereof for more than the space of six years, except such as should be taken in at the age of seven years or under, which she willed to be continued for any time not exceeding eight years, and that the learning in which such children should be instructed should be reading, writing, and arithmetic, for the boys, and reading, knitting, spinning and sewing, for the girls; and she directed, that the minister and churchwardens of each parish should yearly render an account to the trustees, of the disposition of the monies by them respectively received, and the trustees should likewise yearly render an account to the ministers and churchwardens of the said three parishes, of the rents and profits of the said messuages, lands and tenements.

By Indenture, dated 21st July 1720, between the honourable Doddington Greville, executor of the will of the honourable Sarah Greville, of the one part, and Basil St. Nicholas, esq., Thomas Hurborne, gent., and John Field, yeoman, all of the parish of Knole, trustees duly nominated for the said parish of Knole, William Colemore, jun. esq., Thomas Newsham, jun. esq., and Fulk Weale, gent., all of the parish of St. Mary, in the borough of Warwick, three other trustees duly nominated for the said parish of St. Mary, and William Cattell, yeoman, Joseph Twycross, inn-holder, and Daniel Taylour, yeoman, all of the parish of St. Nicholas, in the said borough, three other trustees duly nominated for the parish of St. Nicholas, in the said borough, according to the direction of the said Sarah Greville by her last will, of the other part; reciting the will as above abstracted; and further reciting, that the said Doddington Greville after the death of the said Sarah, duly proved her will, and possessed himself of her personal estate, and according to the direction of the said will had made an absolute purchase of the fee-simple and inheritance of the tenements and lands atter mentioned for the sum of 1,500*l.*; It was witnessed, that the said Doddington Greville, in pursuance of the said will, and that the trusts therein contained might be duly and punctually executed and performed, did thereby grant to the said parties of the second part, their heirs and assigns, for ever, all that his messuage or tenement, with the appurtenances, in the parish of Harbury, in the county of Warwick, and those three yard-

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continued.

lands, more or less, lying in the common and open fields of Harbury aforesaid, and belonging to the said messuage then lately in the occupation of one John Biddle, at the yearly rent of 24*l.*, and also all that other messuage or tenement, with the appurtenances, in Harbury aforesaid, and those three and a half yard-lands, more or less, lying in the common and open fields of Harbury aforesaid; and also four lands in the same fields, with the two cow-commons to the same belonging, which last-mentioned premises were then late in the occupation of Elizabeth Mills, widow, at the yearly rent of 32*l.* 10*s.*; and also three acres of meadow-ground, estimated to be of the yearly value of 3*l.* 10*s.*, being part of the meadow or ground called Cates Moor Meadow, lying in the parish of Long Itchington, in the said county of Warwick, which said three acres had been lately set out and divided from the rest of the said meadow by mere-stones, and were abutted as follows, viz., by the ground of

Chamberlaine on the north side, by the ground of William Hughes and William Newsham on the west side, by a certain current water called Deffers Brook on the east side, and by the common fields of Harbury aforesaid on the south side; and all barns, stables, &c., to the same belonging, to hold to them, their heirs and assigns, for ever, upon the trusts in the before-recited will mentioned and declared.

The trusts of this charity have been continued by successive trust-deeds, by the last of which, dated 11th November 1807, Henry Greswold Lewis, esq., Charles Porter Packwood, esq., and John Bird, gent., described as the surviving trustees of the several messuages, farms, lands and hereditaments therein after described, which were purchased and settled by the honourable Doddington Greville, esq., sole executor of the will of the honourable Sarah Greville, in pursuance of the trusts contained therein, conveyed to the Right honourable Henry Richard Greville, commonly called Lord Brooke, the Rev. Marmaduke Harvey Matthews, and the Rev. Roger Packwood, all of the parish of St. Mary, in the borough of Warwick, being the three trustees duly nominated and elected by the minister and churchwardens of the parish of St. Mary aforesaid, according to the trusts contained in the will of the said Sarah Greville, Thomas Featherstone, esq., Joseph Boulton, esq., and Nathan Boshell, gent., being the three trustees duly nominated and elected by the minister and churchwardens of Knole aforesaid, and the Rev. Hugh Laugharne, William James, gent., and Henry Eyres Landor, gent., being the three trustees duly nominated and elected by the minister and churchwardens of the parish of St. Nicholas, in the borough of Warwick, their heirs and assigns, all that messuage or tenement, with the buildings thereto belonging, situate in the parish of Harbury, in the county of Warwick, together with the several closes or pieces of new inclosed land to the said messuage and buildings belonging, and then held therewith, situate in a place called Sharner Field in Harbury aforesaid, containing together by estimation 85 acres, which said closes were awarded and allotted to the trustees of the estate of the said Sarah Greville, by the commissioners appointed by an Act of Parliament passed for the inclosure of the open and common fields of Harbury aforesaid, in lieu of three yard-lands to the said messuage and buildings belonging; and also those other two messuages or tenements, homestall and buildings, together with the several closes or pieces of new inclosed ground to the same belonging, situate in the parish of Harbury aforesaid, containing together 77 acres, or thereabouts, which last-mentioned closes were awarded and allotted to the trustees of the said charity-estate by the said commissioners, in lieu of three yard-lands and one half yard-land lying in the common and open fields of Harbury aforesaid, and also four lands in the same field, with two cow-commons to such four lands belonging, which were theretofore held and enjoyed with the said last-mentioned messuage or tenement; and also all those three acres of meadow-ground, part of a meadow called Colemoor Meadow, lying in the parish of Long Itchington, in the county of Warwick, and which piece of ground was set out by marks and boundaries, and adjoined on the north the ground late the property of Chamberlaine, and then of Mrs. Fouquier on the west to land of the Rev. Clement Newsham, on the east to a certain current or stream called Deffer's Brook, and on the south to land belonging to Miss Grimes, lying near to land lately part of the common fields of Harbury aforesaid; to hold the same upon the trusts declared in the will of the said Sarah Greville, and also in the said indenture of release of 21st July 1720.

The allotments in Harbury were found by admeasurement in 1813 to contain in the whole 168 acres and nine perches, which, with the buildings thereon, are now let in two farms.

One of these, consisting of a house and other buildings, yards, garden, and crofts, and 10 closes, containing in the whole 88 A. 1 R. 25 P. is held by Thomas Watts under a promise of a lease for 14 years from Lady-day 1825, at the yearly rent of 130 £.

Relying upon this promise, the tenant has laid out a considerable sum of money in improving the land and repairing the buildings; in consideration whereof, and also that the rent of 130 £. was above the value of the land before that improvement, he has been given to expect an abatement of 20 £. a year for three years, in respect of his improvement of the land. It is besides intended to repay him by annual instalments the money that he has laid out upon the repairs of the buildings. These instalments not to exceed 10 £. per annum.

The other farm, consisting of a dwelling-house, farm buildings, and premises, and nine closes, containing in the whole 78 A. 3 R. 32 P., is held by William Watts, as yearly tenant, at the annual rent of 90 £., which is the full value.

The house upon this farm was built some years ago by the trustees, the second house mentioned in the original trust-deed of 1720 being situate in the village of Harbury at a distance from the lands. This last-mentioned house, with the barn and croft, comprising two roods and 32 poles, is held by Thomas Watts, the tenant of the first-mentioned farm, as yearly tenant, at the rent of 10 £. per annum, which is its full value. He keeps it in repair, being allowed the materials by the trustees.

In addition to these premises, there is the meadow in Long Itchington, which is estimated to contain three acres, and has been for many years held by the owner of the surrounding meadow in which it lies, now ——— Allen. The mere-stones have not been standing for many years, and there appears to be a difficulty at present in identifying the boundaries. The rent paid by Mr. Allen is 6 £. per annum, which is the fair value of three acres of land in that meadow. For some years down to 1814 the rent of 5 £. 5 s. had been paid; in that year it was raised to 9 £., which being found too high was reduced in 1816 to the present rent.

These several rents make together an income of 236 £., from which the sum of 8 £. 12 s. for land-tax being deducted, there remains the sum of 227 £. 8 s. as the net income of the charity, subject to occasional deductions for repairs and allowances to the tenants.

This net residue is divided into three equal parts, of which one is paid over to the perpetual curate and chapelwarden of Knole (which is a chapelry in the parish of Hampton in Arden), another one-third is paid to the vicar and churchwardens of St. Mary's, Warwick, and the remaining one-third to the vicar and churchwarden of St. Nicholas's, Warwick, to be by them respectively applied according to the trusts of Mrs. Greville's will.

A part of the income of this charity was for some years applied towards the liquidation of a debt of 600 £. incurred in the year 1779, for defraying the expenses of the inclosure at Harbury. The last instalment of that debt was discharged in the year 1801.

The accounts of the trustees are duly entered in a book appropriated to that purpose, and at the foot of the annual statement of the account are acknowledgments, by the several parties interested, of the receipt of their respective portions.

Previously to the payment of these portions, the trustees require statements of the application of the portions for the year immediately preceding, which are regularly furnished by the respective parties, and audited by the trustees.

The annual meeting of the trustees for this purpose is about the end of November, at which time the rents are received. The division takes place on the same day on which the rents are received.

The portions received by the parishes of St. Mary and St. Nicholas are respectively applied to the education and clothing of poor children, viz. 12 boys and 12 girls from each parish; in respect of which education, a salary of 24 £. is paid to the schoolmaster from each parish.

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continued.

The children since the year 1817 have been furnished with stationery, the annual expense of which to each parish is 5*l.* 10*s.*

The cost of clothing, upon an average of 10 years, ending in 1826, is 31*l.* 2*s.* per annum to the parish of St. Mary, and 32*l.* 16*s.* to the parish of St. Nicholas.

The only additional item of expense is a sum of 1*l.* 1*s.* charged by each parish for the expenses attending the annual meeting, to audit the accounts and receive the portion for the year. There has therefore in general been a small annual surplus, which at the audit of the accounts in November 1825 had accumulated to the sum of 51*l.* 19*s.* 5½*d.* in the hands of the Rev. John Boudier, vicar of St. Mary's, on the account of that parish, and 47*l.* 4*s.* 4*d.* in the hands of the Rev. Dr. Wade, vicar of St. Nicholas's, on the account of that parish.

In the year 1818-19, an expense of 1*l.* 16*s.* 6*d.* in the parish of St. Mary, and the like sum in the parish of St. Nicholas, was incurred for Bibles and Psalters supplied to the school for the benefit of the children, in pursuance of a resolution of the trustees, and which supply has not yet been exhausted.

The clothing of the children embraces, at present, every article of wearing apparel, except shoes and stockings. As the fund will admit of that extension, it is proposed to include shoes in future in the allowance of clothing.

In addition to the scholars in respect of Mrs. Greville's charity, there are also educated in the same school, in respect of Oken's charity, 13 boys appointed by the trustees of that charity, and for which the master receives a stipend of 13*l.* These children are also supplied with clothing and stationery:

In respect of Fulk Weale's charity, two boys appointed by the vicar and churchwardens of St. Mary's parish, and for which he receives a stipend of 16*s.* These children are also provided with clothing:

And in respect of Earl Brook's charity, 12 girls, appointed by the churchwardens of the parish of St. Nicholas, and for which he receives a stipend of 7*l.* 16*s.* These children are also provided with clothing, as will be seen in the sequel of this Report, where the particulars of these several charities will be more fully stated.

The master also teaches other boys, who pay for their education, by permission of the trustees of the above charities, but no girls attend, except on the respective foundations.

The school is held in a building over the gateway, at the east end of the town, which is called St. Peter's Chapel, or East Chapel. This formed part of the property acquired by the corporation under the grant of King Henry VIII. and is appropriated by them for the residence of the schoolmaster and schoolmistress (at a nominal rent of 2*l.* a year, payable by the schoolmaster, but of which the payment is always remitted to him), and for the holding the schools, and comprises two school-rooms, one in which the boys are taught by the master and an assistant, who is apprenticed to him, and the other, which is also used as a dwelling-room, in which the girls are instructed by his wife, assisted by his eldest daughter.

The boys on the foundation, and the private scholars, amounting together, at the time of our inquiry, to about 65, are nearly as many as the school-room where they assemble will hold. The corporation have lately built a new school-room for the girls adjoining the old building, and which will also be made use of for the master and mistress, the former accommodations for both these purposes having been very insufficient.

The boys are taught reading, writing, and arithmetic, and the girls reading, knitting, and sewing, and in addition to this, the girls on Mrs. Greville's foundation are instructed in writing and arithmetic.

The boys school opens at six in the morning, in summer, and seven in the winter. They are absent from nine to ten at breakfast, from twelve to two for dinner, and break up at five in the evening. The girls school opens at nine in the morning. Those on Mrs. Greville's foundation go into the boys school till ten, (the boys being then absent) to learn writing and arithmetic, and they also attend there during the absence of the boys from one to two for the same purpose. These girls are absent from twelve to one for dinner, and the other girls from twelve till two.

The master also voluntarily permits the girls on Earl Brook's foundation, when they are sufficiently qualified for it, to attend with the others to learn writing and arithmetic, although not required to do so by the trustees.

The

The schoolmaster is appointed by the trustees of the several charities above mentioned which supply the scholars, and by the corporation, at a general meeting convened for the purpose. The corporation join in the nomination as contributors of the premises where the school is held.

The present master has filled the office since the year 1789. He had been a scholar upon Mrs. Greville's foundation, and was afterwards placed by the parish-officers at a school of a superior description, to qualify him for obtaining his livelihood by teaching, having been disabled by an accident in early life from pursuing any more active occupation. When he had thus acquired the necessary qualification he was appointed to the present school, which under his conduct appears to have deservedly acquired a high character.

This school is frequently designated by the name of the Boblick School, an appellation of which we have been unable to discover the origin or etymology.

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LADY GUILDFORD'S CHARITY.

By Indenture, dated 5th October 1705, between Francis Lord Guildford, of the first part; the mayor, aldermen, and burgesses of the borough of Warwick, in the county of Warwick, of the second part; and Fulk Lord Brooke, and others, all of Warwick, and described as trustees for the said mayor, aldermen, and burgesses, (among other things) in and touching the tithes thereafter granted of the third part; reciting, that the said *Francis Lord Guildford*, at the request of the Lady *Elizabeth* his wife, a native of the said borough, since deceased, and one of the daughters of Fulk Lord Brooke, was minded, for and towards the well educating of poor children in the principles of true religion and good morality, to establish and settle within the said borough a perpetual charity of 5*l.* a year, to be employed for the placing out and putting to school seven boys to learn to read English, especially the Bible, and to say perfectly without book the Church-catechism, whose parents did when living, or did then, receive weekly collection from their respective parishes within the said borough, or at least were by reason of their poverty exempted from paying collection to the poor, to be nominated, as the said number should want filling up, by the mayor, aldermen, and burgesses, four boys of the said number of seven to be chosen out of the parish of St. Mary, and the remaining three out of the parish of St. Nicholas; the said boys to have yearly, each of them, a coat of blue cloth at the feast of St. Thomas, a cap of the same, a pair of blue stockings, and their teaching as aforesaid, out of the said gift or charity of 5*l.*; the teacher or master of such boys to be appointed by the mayor, aldermen, and burgesses, who, for the encouragement of those who should learn and behave themselves well, at their leaving school should give each of them a Bible and Common Prayer-book; provided that no boy should be admitted to the benefit of the said charity above the age of 10 years, or under the age of 5 years, or who should not constantly attend the master to St. Mary's church on Sundays, or come to the said church to be catechised; the said boys, in default of so attending Divine Service, or attending at church to be catechised, without reasonable cause to be approved by the mayor and aldermen, or not being diligent to learn to read, or say the catechism, or behaving themselves idly or immorally, to be displaced, and excluded the benefit of the said charity, and their charity clothes to be taken from them; and to the end that the said yearly sum of 5*l.* might be for ever raised for the purpose aforesaid, the said Lord Guildford had delivered to the said mayor, aldermen, and burgesses the sum of 100*l.*, to be disposed as they should think fit, to the end that the said mayor, aldermen, and burgesses might yearly, for ever, raise and pay for the purposes aforesaid, the sum of 5*l.* as the product of the said 100*l.*: They the said mayor, aldermen, and burgesses, in consideration thereof, thereby covenanted and granted to and with the said Lord Guildford, his heirs and assigns, that they would for ever thereafter, yearly, well and truly pay and employ the said sum of 5*l.* in manner aforesaid. And for the better securing the payment thereof, the said mayor, aldermen, and burgesses, and the parties of the third part, granted and confirmed to the said Lord Guildford, his heirs and assigns, all the tithes of corn, grain, hay, wool, lamb, and of every other kind whatsoever, growing, arising, and renewing in and upon all the lands lying in Longbridge, within the said borough of Warwick, on the north side of the road leading from Warwick to Barford, to the only intent and purpose, that in case of any default of paying or employ-

Lady Guildford's
Charity.

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Charity,
continued.

ing the said yearly sum of 5*l.* in manner aforesaid, it should be lawful for the said Lord Guildford, his heirs and assigns, to perceive and take so much of the said tithes as would raise the then arrear of the said annual sum of 5*l.*, together with all charges touching the raising the same, and employ the same to and for such charitable uses within the said borough as they should think fit; and that in all other cases it should be lawful for the said mayor, aldermen, and burgesses, to have, hold, and enjoy all the said tithes, without the lawful let, suit, hindrance or disturbance of the said Lord Guildford, his heirs and assigns.

It appears from the corporation accounts that this 100*l.* was brought into the general account of King Henry's Charity Estates, and that the trusts of this charity were fulfilled till the year 1736. In that year an information was filed in the Court of Chancery by the Attorney General against the corporation, alleging certain acts of misapplication of the trust-funds, and in the result of that suit the estates of the corporation were laid under a sequestration, and a receiver appointed by the Court to receive and apply the rents. This continued till the year 1769, when the management of the estates was restored to the corporation. From the year 1736, neither the accounts passed before the Master, nor the accounts of the receiver appointed by the corporation since the year 1769, contain any items respecting any charities not arising under the King's grant. From that period Lady Guildford's charity has been wholly discontinued.

As there is no evidence that the agreement under which this money was received has been rescinded, we think the corporation ought to devote 5*l.* a year out of the funds, of which they have the discretionary application, to the objects of Lady Guildford's benefaction.

THE EARL OF LEICESTER'S HOSPITAL.

The
Earl of Leicester's
Hospital.

By Deed Poll, dated 21st November 28th Queen Elizabeth, under the hand and seal of Robert Earl of Leicester, reciting, that at a Parliament holden in the 13th year of Queen Elizabeth, it was enacted, that the said Earl, his heirs, executors, or assigns, should have power to establish an hospital in the town of Warwick for the sustentation and relief of poor needy and impotent people, and that the same hospital should be incorporated by such name as the said Earl should appoint, and that the same should be ruled, governed, and visited by such person or persons as should be appointed thereto by the said Earl, his heirs or assigns, according to such rules, statutes, and ordinances as should be set forth, made, devised, and established by the said Earl, his heirs or assigns, in writing, under his hand and seal; he, the said Earl, by virtue of the authority so given, established and appointed an hospital in the said town of Warwick, to be called the Hospital of Robert Earl of Leicester in Warwick, to consist of one master and twelve poor brethren as therein mentioned, and that the said master and brethren should be a body corporate by the name of Master and Brethren of the Hospital of Robert Earl of Leicester in Warwick; and that the said master and brethren, and the corporation aforesaid, and the lands, tenements, and hereditaments thereof, should be for ever thereafter governed, ordered, and directed according to such rules, statutes, and ordinances as were to those presents annexed, or should at any time thereafter be made and established by him the said Earl, by writing under his hand and seal.

The said Earl afterwards, viz. on the 26th November in the same year, made a set of ordinances, statutes, and rules for the government of the said hospital, under his hand and seal, by the 32d of which rules he ordained, that the Bishop of Worcester, the Dean of Worcester, and the Archdeacon of Worcester for the time being, or any two of them, after the death of him the said Earl, should be visitors of the said hospital; and that it should be lawful for them, or any two of them, to visit the same hospital at any time at their pleasures, so it were not alone, once in three years; and to correct, punish, and reform all abuses and offences to be committed or done by the said master and brethren, or any of them, and to see those ordinances truly executed according to the true meaning of the same.

This charity having thus been provided by its founder with special visitors, we are precluded from entering into any further inquiry concerning it.

OKEN'S CHARITY.

Warwick.

Oken's Charity.

By Indenture, dated 20th January, 13 Elizabeth, between Richard Roo, William Frekenton, Robert Philips, Robert Sheldon, John Green, Thomas Cawdrey, Roger Hurlebote, Thomas Chapman, and four others, of the one part, and *Thomas Oken*, Richard Fisher, and six others, of the other part; It was witnessed, that whereas the said Thomas Oken had by deed of feoffment, dated the 1st day of that present January, granted and enfeoffed to Thomas Burges, bailiff of the town of Warwick, and five others, their heirs and assigns, for ever, all those his messuages, lands, and tenements, cottages, houses, edifices, stables, dovehouses, gardens, orchards, meadows, and hereditaments, with the appurtenances, situate in the towns, suburbs, fields, and hamlets of Warwick, Badsley, Bewsale, and Harbury, in the county of Warwick, and all other his lands and tenements in the realm of England, to hold to the said feoffees, to the use of him the said Thomas Oken during the term of his natural life, and after his decease, then to the use of the said Richard Roo and other the parties of the first part, to the now-abstracting indenture, their heirs and assigns, for ever; nevertheless the intent and cause of the making of the said deed of feoffment was intended between the parties to the now-abstracting indenture to be an assurance of the said parties thereto, of the first part, and their heirs, of the premises to and for the yearly performing, fulfilling, and keeping for ever, of all such covenants, grants, articles, and agreements as were after mentioned, for the observing and performing whereof it was covenanted and agreed between the said parties in manner following, that is to say, the said parties of the first part, for themselves, their heirs and assigns, did thereby covenant and grant to and with the said parties of the second part, that they the said parties of the first part, and all other person or persons that at any time thereafter should have any estate or interest of and in the premises, or any part thereof, should yearly, for ever, after the decease of the said Thomas Oken, content and pay out of the issues and revenues of the said lands and premises 40 s. to the use of the schoolmaster, to be found and kept in the town of Warwick, for ever, to teach petties and poor mens children within the said town, to be paid to him at four feasts in the year, by equal portions; and also yearly, for ever, give and distribute out of the issues and revenues of the said lands and tenements to and amongst the poor people inhabiting within the eight wards of the said town of Warwick, that is to say, the High Pavement, Church-street, Jewry-street, Castel-street, Smith-street, Saltisford, West-street, and Burge End, the sum of 4*l.* always six days before the feast of Christmas, and six days before the feast of Easter, by equal portions; and also that they should yearly, for ever, usually within eight days of the decease of the said Thomas Oken, cause such service to be said or sung within the parish-church of St. Mary in Warwick, as then should be used and suffered by the laws; and also one learned man to make a sermon the same day to the praise of God's glory, the preservation of the Queen, her heirs and successors, and the tranquillity and good estate of the said town of Warwick; and that they should pay yearly to the person so making the said sermon, for his labour, 6*s.* 8*d.*, and also distribute to and amongst the poor people the same day 3*s.* 4*d.*; and also yearly, after the said service and sermon, at some decent and honest place within the said town, cause a dinner to be prepared as well for the bailiff and 12 principal burgesses of the said town, as for three of the most honest and substantial commoners of any of the eight wards within the said town, to make merry withal, and distribute out of the revenues of the said lands, yearly, towards the charge thereof, 20*s.* and in the end of the said dinner to say the Lord's Prayer, and to praise God for the soul of the said Thomas Oken, Joan his wife, and all christian souls departed; and also yearly distribute 20*s.*, whereof 10*s.* should be towards the paving of the market-place within the said town, and yearly keeping of the same; and the other 10*s.* for the yearly repairing and amending of Wedgenock Lane, leading from Warwick towards Gatton; and also distribute and pay 20*d.* to and amongst the young men of St. Mary's parish, to make merry withal at the cutting down of the Whitsuntide Ivy, if any there should be, standing at the High Cross of the said town of Warwick; and the said young men at the end of their mirth should say the Lord's Prayer, and give thanks as before mentioned; and also yearly, if

Warwick.

Oken's Charity,
continued.

Emseote bridge should be once sufficiently repaired, distribute and pay to the hands of the masters of the highways for the time being of the parish of St. Mary, 10*s.* towards the yearly repairing and mending of the said bridge of Emseote, if need be, and if not, then to be employed upon other places or highways more needful about the said town of Warwick; and also yearly to distribute and pay to and amongst the neighbours of the bonfire of the said Thomas Oken, within the High Pavement Ward, 2*s.*; and 3*s.* more, to be paid by equal portions to and amongst the neighbours of the other three bonfires, being within the said ward of the High Pavement, to make merry withal at their said bonfires, if any should be in the vigils or days of St. John the Baptist and St. Peter; and if they should have no bonfires, then the same to be employed to some other good use as to them should seem meetest; and also yearly to distribute 3*s.* 4*d.* to the herdsman of St. Mary's parish, to the end he should well order and keep the poor mens cattle going in and upon the common of the said parish, otherwise the said 3*s.* 4*d.* to be employed to some other good use and uses as should be thought most meet; and also yearly to pay towards the repairing and amending of the two common wells at St. James's chapel, and the Saltisford, 2*s.* for the ease of the poor people there; and also 12*d.* more towards the maintaining of a common well in the Castel-street ward within the said town, so that the said ward should make a common well; and if not, then the said 12*d.* to be employed yearly to some other good use within the said town; and also yearly to pay to the beadle of the said town 3*s.* 4*d.*, to the end that he should weekly keep and make clean the market-place, and the parts of the street adjoining to the High Cross within the said town; and also keep and avoid from time to time such vagabonds and sturdy beggars out of the said town as there should resort; and if the said beadle should not use diligence therein, then the said 3*s.* 4*d.* to be employed to some other good use; and also yearly pay and distribute 20*d.* towards the charges of a pavour, to pave under the two chapels within the said town of Warwick; and also yearly, for ever, distribute and pay 12*s.* to and amongst three children, or young men, for the singing or saying of such laudable airs as should be used in the said parish-church of St. Mary, by the sufferance of the laws; and the said parties of the first part further covenanted with those of the second part, after the decease of the said Thomas Oken, freely to give all those three houses, parcel of the premises situate in the Pebble Lane, to and for the erection of a perpetual almshouse for six poor people for ever, there to remain and dwell successively, without rent, and to appoint six poor people for almsfolks within the said three houses, there to remain during their natural lives, and after the decease of any of them to appoint others from time to time for ever; provided that the said six persons should be either all men, or all women, or else a man and his wife, and so to remain two in a house together as should be thought most meet and convenient by the bailiff and 12 principal burgesses for the time being, and of every of the said eight wards, three of the honest commoners; and also to distribute and pay to and amongst the said six poor people yearly, for ever, towards their better relief and comfort, the sum of 24*s.*, viz. 4*s.* to each, to be paid at four several feasts in the year, viz. Christmas, &c. upon condition that the said six poor almspeople should daily pray for the preservation of the Queen, &c.; and also yearly, for ever, to distribute and pay so much money as would make six garments of rug or black cotton, for six poor people, either men or women, or both; and the said garments should contain six yards a-piece, and ready made to their backs; and also that the said six poor almsfolks should be served the first year, and the second year other six poor people, and so likewise six other the third year, and the fourth year to begin again with the said six poor almsfolks, and so to continue yearly, for ever; and that upon the said garments there should be set as well at the backs, as before on the breast, two letters, of white cloth, that is to say a T and an O, for Thomas Oken, and the same to endure for ever; and also yearly, for ever, to pay to a learned schoolmaster, towards the augmenting of his wages, to and for the teaching of a grammar-school within the said town of Warwick, 40*s.* to be paid at two feasts of the year, by equal portions, provided, that if the said schoolmaster should not be learned, or not use himself diligently, then the said 40*s.* should be employed to some other good use or uses as should be thought most meet by the bailiff and 12 principal burgesses, and the said three most substantial commoners of the said

eight

eight wards of the said town, to and for the wealth of the same ; and also should yearly pay 40s. to the vicar of St. Mary's parish in Warwick, if he should be learned, or else to some other learned man, to make some sermons every year for ever, within the same parish, whereof the one to be the first Sunday in Lent ; one other the Sunday next before the feast of St. John the Baptist ; one other the Sunday next before Michaelmas ; and the other the Sunday next before Christmas ; the said 40s. to be paid as aforesaid, at the end of any of the said sermons, 10s. and so to continue for ever ; provided that if it should happen at any time thereafter that the yearly rents of the said lands and premises, by improvements or otherwise, should amount over and above all the sums above-mentioned for the uses above declared, then all such sums as should remain after the said uses performed should be put into a common chest, to stand within some sure place in the said parish-church of St. Mary, to which chest should be put three or four sure locks for the said bailiff and burgesses, and as many more, or rather more, for the said three honest commoners of any of the said wards, and so the same money remaining should from time to time be employed and go towards the aid and help of poor people of the said town of Warwick, at such time and times as there should any tasks, tallages, harnessing, and setting forth of soldiers for the Queen's wars, or such other like affairs, whereby the poor people might the better have ease ; and if there should be no such need or occasion, the same should be employed towards the repairing and amending of the great bridge within the said town of Warwick when need should require, or else to such other good uses as should be thought most meet and convenient by the bailiff and 12 principal burgesses, and the said three honest commoners, for the good estate and wealth of the town of Warwick ; provided also, that the yearly rents and revenues of the said lands and premises should yearly, for ever, be received and collected by four such honest commoners of the said number of commoners before specified, as should be appointed by the bailiff and 12 principal burgesses, and the residue of the said commoners for the time being, who at any year's end should render up their accounts before the said bailiff, burgesses and commoners ; and should be called by name, the Collectors and Distributors of the Rents and Revenues of the Lands, Tenements and Hereditaments of Thomas Oken, sometime of the town of Warwick, deceased ; who should have yearly allowed to them, out of the rents, 4 s. towards their pains, to make merry withal at some banquet, and such other charges as they should be at in gathering up the said rents and revenues, and making up of their said accounts ; provided also, that if the yearly rents should not amount to so much money as would perform all the uses above specified, there should be taken and defalked out of such of the said uses as might be best spared, so much money, yearly, as should need be to such uses as should have most need to be performed, at the discretion and appointment of the said bailiff and 12 principal burgesses, and three substantial commoners aforesaid ; provided also, that if it should happen that any restraint, law or statutes, spiritual or temporal, should be made against any of the uses above mentioned, then the yearly rent appointed for the same use should go and remain to such other good use or uses as should be thought most meet by the said bailiff and burgesses, and three honest commoners ; provided also, that when so many of the said feoffees specified in the said deed of feoffment should die, so as there should not be left passing five or six persons, that then the same persons so being in life should revive the said feoffment, by putting in new feoffees to the number of 16 persons at the least, for the continual performance, for ever, of all the covenants and articles therein declared ; and finally, the said parties of the first part covenanted with those of the second, and their heirs, that all leases or indentures that should be made to any person or persons after the decease of the said Thomas Oken, for term of years or lives, of any of the lands or premises before mentioned, should pass, and be granted, under the common seal of the said town of Warwick, by the name and grant of bailiff and burgesses only, so that always, before the making and granting of any such lease, as well the consent of the bailiff and 12 principal burgesses, as the said three honest commoners, or the more part of them, should be thereunto first had and obtained, either by writing or otherwise.

It does not appear from any of the documents of the charity what were the particular premises intended to be conveyed by this deed, nor are they

Warwick.
 Oken's Charity,
continued.

described in any of the trust-deeds which have been subsequently executed of the property, in other than the general terms of "all and singular those messuages, lands, tenements, &c. being theretofore the messuages, cottages, lands, tenements and hereditaments of Thomas Oken, situate in the several parishes of St. Mary and St. Nicholas, in the borough of Warwick, and the several towns, suburbs, fields, parishes, precincts, liberties, lordships, and hamlets of Warwick, Bewshall, Harbury, and Badgelly-Clinton, in the county of Warwick; and all other the messuages, cottages, lands, tenements, and hereditaments, which were of the said Thomas Oken, in the said places, or elsewhere in the county of Warwick." By the latest of these trust-deeds, dated the 2d March 1820, the premises thus described were vested in the Earl of Warwick, Sir Charles Greville, Charles Porter Packwood, Charles Gregory Wade, Bertie Greatheed, William Staunton, Thomas Cattell, clerk, Samuel Edward Steward, George Boswell, John Edwards, William Mallory, Thomas Woods Weston, Edward Hughes, Thomas Collins, Abraham Blick, Charles Wake, M. D., and Kelynge Greenway, upon the trusts specified in the above-abstracted deed of the 20th January, 13th Eliz.

It is not, however, doubted but that the premises originally granted are all still in the possession of the trustees, with the exception of some parcels, which were exchanged under the powers of an Act passed in the 12th Geo. III., for inclosing the common fields of the parish of St. Nicholas, and also with the exception of the following, viz.

1st. The almshouses in Pebble-lane; which were burnt down in a great fire in 1694, and in lieu whereof were subsequently built others on ground belonging and adjoining to Eyfler's almshouses.

This circumstance is commemorated by an inscription on the front of the new building, of which the following is a copy :

"Whereas three almshouses standing in Pebble-lane, in Warwick, which received six poor persons, given by Mr. Thomas Oken, deceased, were burnt by the dreadful fire upon the 5th day of September 1694; these almshouses to receive 12 persons were by the charity of the said Thomas Oken built upon the ground given by Mr. Nicholas Iffeler, deceased, to the same charitable office, by the feoffees of the said charity upon the 20th day of May, Anno Dom. 1696."

2. A dwelling-house, with garden, out-houses and appurtenances, situate in the parish of St. Nicholas, in Warwick, near to a street called Southam-street; which was granted by the trustees to the Earl of Warwick in exchange for two dwelling-houses and premises situate in the Bridge-end, in the parish of St. Nicholas, and fronting upon a street called Warrytree-street, as testified by the deed of exchange, bearing date 20th February 1792, now remaining among the documents of the charity.

3. A messuage, with a garden and premises, situate in Smith-street, Warwick; which was granted by the trustees to Edward Williams, in exchange for a cottage or tenement, with garden, orchard, and premises, in or near Queenwell-street otherwise Friar-lane, in Warwick, as also appears by the deed of exchange among the documents in the hands of the trustees, dated 4th December 1798.

These exchanges are understood to have been made upon the principle of advantage to the charity. As no minutes have been preserved of the value of the respective premises at the periods of the exchanges, we are unable at this distance of time to ascertain the nature or amount of the advantage thus gained.

4. Another exchange is understood to have taken place about the year 1765 with the then Earl of Warwick, whereby the trustees acquired a house in Church-street, St. Mary's, then producing a rent of 9*l.* per annum, in lieu of one at the bridge-foot, then of the yearly value of 6*l.* per annum; but there are no deeds or documents now found relative to this transaction.

5. Two messuages, with a malthouse, garden, and appurtenances belonging to them, situate in Bridewell-lane, Warwick; which were sold on the 29th February

February 1792 to the Justices of Warwickshire, for the purpose of accommodating and enlarging their county-gaol, pursuant to the powers of an Act passed in the 24th year of the reign of his late Majesty King George III., for which, with the rent of 1*l.* reserved to the trustees on a lease of 99 years, of which 14 years were then unexpired, was paid to them the sum of 333*l.* 6*s.* 8*d.*

Warwick.
Oken's Charity,
continued.

Of the money thus paid, the sum of 105*l.* was laid out by the trustees in the purchase of a messuage situate in Pillory-street, in Warwick, which was conveyed to them by John Bird, by indenture dated the 27th March 1792.

The residue of that money, being 228*l.* 6*s.* 8*d.* ought, consistently with the provisions of the Act of Parliament, to have been also laid out in another purchase, to replace the houses sold under the authority of that Act; but extensive repairs having become necessary to the premises, the trustees were induced to appropriate this balance to that use, in addition to other sums which they borrowed for the occasion to the amount of 426*l.* 12*s.* This debt, with interest thereon, was finally discharged in the year 1814-15.

The newly-acquired premises above specified not having formed any part of the estate of Thomas Oken himself, it may be questioned whether they can be properly considered to have passed under the general description by which the charity-estate has been designated in the successive trust-deeds, as we have stated above, viz. "all and singular those messuages, &c. being theretofore the messuages, &c. of Thomas Oken," and "all other the messuages, &c. which were of the said Thomas Oken." We have suggested the propriety of obviating this question by a new conveyance, and of adopting a more special description of the premises in future renewals of the trust.

The following is a PARTICULAR of the Property now belonging to this Charity, viz. :—

Warwick.

Oken's Charity,
continued.

TENANTS NAMES.	DESCRIPTION of PROPERTY.	Where situate.	QUANTITY.
			A. R. P.
Jane Wise - - -	A house and farm consisting of the following parcels and contents, viz. House, orchard and out-buildings - - -	- - - - -	1 0 20
	The Round Table - - -	- - - - -	5 1 18
	The Moat Field - - -	- - - - -	3 3 6
	Tan House Close - - -	- - - - -	2 3 1
	The Long Field - - -	at Beansall - - -	8 0 30
	The Meadow - - -	- - - - -	6 3 23
	The Great Berry - - -	- - - - -	7 2 20
	Meadow Leys - - -	- - - - -	4 0 27
	The Little Berry - - -	- - - - -	2 1 36
	The Coppice - - -	- - - - -	1 3 33
	Road Close - - -	- - - - -	5 1 26
	Close below Road Close - - -	- - - - -	3 1 25
	The Meadow - - -	- - - - -	2 0 18
			55 1 3
In hand - - -	The Coppice - - -	Ditto - - -	1 3 35
Charles Myrin - - -	3d part of 1st Close, with barn and stable - - -	- - - - -	0 2 0
	3d Close, arable - - -	in the Bridge End - - -	4 3 5
	4th Close, arable - - -	- - - - -	4 3 2
	5th Close, arable - - -	- - - - -	7 0 8
	6th Close, arable - - -	- - - - -	6 2 26
			23 3 1
Edward Woodfield - -	1st part of 1st Close - -	Ditto - - -	3 0 22
Richard Twycross - -	2d part of ditto - - -	Ditto - - -	2 - -
William Hayne - - -	1st part of 2d Close by the road - - -	Ditto - - -	2 3 33
John Taylor - - -	2d part of ditto - - -	Ditto - - -	2 - -
Edward Ferrers, esq. -	A meadow - - -	in Baddesley Clinton -	1 2 9
Thomas Atkins - - -	Thelseford Close - - -	Lammas Land, around the West-street Common, Warwick - -	5 - -
John Power - - -	A close - - -	in Cotton End, Warwick -	- 2 -
Joseph, late Francis, Downing - - -	A close - - -	in Harbury (about) -	3 - -
John Underhill - - -	A house and garden - -	in the Bridge End, Warwick - - -	- - -
William Sandford - -	Ditto - ditto - - -	Ditto - - -	- - -
Alice Gazey, widow -	Ditto - ditto - - -	Ditto - - -	- - -
William Ash - - -	Ditto - ditto - - -	Ditto - - -	- - -
Robert Palmer - - -	Ditto - ditto - - -	in the Bridge End - -	- - -
Richard Reeve - - -	Ditto - ditto * - -	Ditto - - -	- - -
The overseers of Chester-ton for Joseph Kibberley -	Ditto - ditto * - -	Ditto - - -	- - -
Richard Twycross - -	A house - - -	in Castle-street, Warwick -	- - -
Joseph Penn - - -	Ditto - - -	ditto - - -	- - -
John Taylor - - -	Ditto - - -	ditto - - -	- - -
Richard Buckley - -	Ditto - - -	in Cow-lane (now called Brook-street - -)	- - -
Widow Mills, late William Mills - - -	Ditto - - -	ditto - - -	- - -
John Stanley - - -	White Swan public-house and premises - - -	ditto - - -	- - -
N. S. Baly - - -	Garden - - -	ditto - - -	- - -
Joseph Cox - - -	House - - -	ditto - - -	- - -
William Wilkes - - -	Ditto - - -	ditto - - -	- - -
John Hague - - -	Ditto - - -	ditto - - -	- - -

Warwick.
Oken's Charity,
continued.

Annual Value.	Present Rent.	Additional Reservations.	Common Rights.	OBSERVATIONS.
£. s. d.	£. s. d.			
from 25 s. 10 27 s. per acre, or about 70 l.	63 14 6	two fat pigs, and two fat geese, or 17 s.		
2 9 2				
57 16 1	48 18 -	two fat capons, and one fat pig, or 10 s.		
13 6 8	10 9 4			
8 - -	7 2 -	4 ribs of beef, or 8 s.		
12 10 9	9 12 4			
8 - -	6 11 6			
2 14 5	2 - -	a goose, or 3 s. 6 d.		
12 10 -	12 10 -	a goose, or 3 s. 6 d.		
2 10 -	2 - -	2 ducks, or 3 s. 6 d.		
6 15 -	6 15 -	2 hens, or 3 s. 6 d.		
7 10 -	5 17 -	- - - - -	- - - - -	{ The site of these four houses and gardens comprises 1,537 square yards. The occupiers are common farm-labourers, who in the country pay 2 s. 6 d. per annum house rent, the houses being mere cottages.
4 10 -	3 7 6			
4 5 -	3 5 -			
4 - -	3 1 -			
4 - -	3 1 -	- - - - -	- - - - -	{ These three houses being in Gallows-street, Bridge End, comprise together in their site, 734 square yards. They are mere cottages. The two marked * were received in ex- change from Lord Warwick in 1792.
6 6 -	4 4 -			
6 6 -	5 5 -			
15 10 -	13 - -	- - - - -	2 months -	{ These together contain 366 square yards. 159 square yards.
26 - -	21 8 -	2 capons, or 3 s. 6 d.	2 months -	
14 10 -	12 12 -	- - - - -	2 months -	
14 - -	11 4 -	2 capons, or 3 s. 6 d.	1 month -	
6 - -	4 16 9	- - - - -	1 month -	
21 - -	20 - -	a fat pig, or 6 s. -	2 months -	{ These together contain 396 square yards.
7 - -	6 2 6	a ham - - - - -	- - - - -	
4 10 -	4 10 -	a rabbit, or 1 s. -	2 months -	{ Containing together 180 square yards.
4 - -	4 - -	a rabbit, or 1 s. -	2 months -	
4 4 -	4 4 -	2 rabbits, or 2 s. -	2 months -	

(continued)

Warwick. Oken's Charity, continued.		TENANTS NAMES.	DESCRIPTION of PROPERTY.	Where situate.	QUANTITY.
					A. R. P.
		Joseph Satchwell - -	House, stable, garden and orchard - - - }	in Cotton-end - - -	- - -
		Woolord - - -	House and appurtenances - - -	- ditto - - -	- - -
		Mary Mills - - -	Ditto and garden - - -	- ditto - - -	- - -
		William Hobbis - - -	Ditto - ditto - - -	in Friars-lane, Warwick - - -	- - -
		Thomas Pittaway - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Robert Goode - - -	Ditto - ditto - - -	- ditto - - -	- - -
		John Squires - - -	Ditto - ditto - - -	- ditto - - -	- - -
		John Durham, late Mary Reading. - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Miles Kenning - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Joseph Heritage - - -	Ditto - ditto - - -	- ditto - - -	- - -
		William Jones, late William Kitchman. - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Mary Eboral - - -	The Cross-Keys public-house - - - }	- ditto - - -	- - -
		Elizabeth Ashby - - -	A house and garden - - -	- ditto - - -	- - -
		Charles Reading, representative. - - -	Stable and ditto - - -	- ditto - - -	- - -
		John Smith - - -	A tenement and ditto - - -	at Harbury - - -	- - -
		Henry Couchman, late William Parkes. - - -	Barn, stable and garden, lease for 500 years from Michaelmas 1670 - - - }	in Hogsford, Warwick - - -	- - -
		The Earl of Warwick - - -	A kitchen, and laundry over - - - }	in High-street, Warwick - - -	- - -
		Ditto - - -	Formerly, in part lard, now water - - - }	at Ladsum in the bridge end - - - }	- - -
		Thomas Atkins - - -	House and premises - - -	in St. Mary's, Church-street - - - }	- - -
		Mr. Watson - - -	Ditto, green-house, pleasure-garden, stable, and premises - - - }	- ditto - - -	- - -
		Henry Bissell - - -	Two houses, malt-house, stable, large garden, &c. - - - }	in Mill-street, Warwick - - -	- - -
		Thomas Payne - - -	A house and ditto - - -	in St. Nicholas Church-street - - - }	- - -
		John Green - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Martha Turnbull - - -	Ditto - ditto - - -	- ditto - - -	- - -
		William Owen - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Francis Smith - - -	Part of a garden - - -	- ditto - - -	- - -
		Sarah Herbert - - -	House and garden - - -	in the Saltisford - - -	- - -
		Hannah Rogers, widow - - -	Ditto (in two parts) and ditto - - - }	- ditto - - -	- - -
		John Burton - - -	Ditto, garden and premises - - -	- ditto - - -	- - -
		Thomas Muddiman - - -	Ditto, stable and garden - - -	- ditto - - -	- - -
		Richard Buckley, jun. - - -	Ditto, and premises - - -	in the square, otherwise Pillory-street - - - }	- - -
		James Wilson, jun. - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Richard Buckley, jun. - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Francis Dipple - - -	Ditto - ditto - - -	- ditto - - -	- - -
		Thomas Bond - - -	Ditto - ditto - - -	- ditto - - -	- - -
		William Soden - - -	Ditto - ditto - - -	in Sheep-street - - -	- - -
		William Chamberlain - - -	Ditto - ditto - - -	- ditto - - -	- - -
CHIEF RENTS.					
		George Parker - - -	House - - -	in Cow-lane - - -	- - -
		Charles Taylor - - -	Ditto - - -	- ditto - - -	- - -
					101 0 23

The premises are all at present under yearly tenancies, with the exception of those held by Henry Crouchman, under a lease for 500 years, granted, as we find from the old account-books, in the year 1670; but under what circumstances does not appear. The buildings being very old and dilapidated, these premises are not valued in their present state at more than the reserved rent.

The

Warwick.

Oken's Charity,
continued.

Annual Value.	Present Rent.	Additional Reservations.	Common Rights.	OBSERVATIONS.
£. s. d.	£. s. d.			
17 5 -	14 18 6	4 ribs of beef, or 8s.	- - -	Containing together 3,694 square yards.
8 - -	8 - -	- - -	- - -	
8 - -	6 12 6	a fat pig, or 6s.	- - -	
6 10 -	4 6 -	2 fowls, or 3s. 6d.	2 months -	
2 12 6	2 1 6	- - -	- - -	These comprise 1,058 square yards.
8 10 -	6 17 6	2 pullets, or 3s. 6d.	2 months -	
6 - -	4 - -	- - -	1 month -	
4 10 -	3 1 3	- - -	1 month -	
3 10 -	3 - -	} each 2 fowls, or 3s.	- - -	
4 - -	3 3 -		- - -	
6 10 -	6 10 -		- - -	
15 15 -	15 15 -	2 pullets, or 3s. 6d.	2 months -	These premises comprise 1,954 square yards. * Received in exchange from Edmund Williams in 1798.
3 10 -	3 - -	2 fowls, or 3s. -	- - -	
5 10 -	5 10 -	2 fat pullets, or 3s. 6d.* -	- - -	
6 10 -	6 10 -	- - -	- - -	
1 5 -	1 5 -	a goose, or 3s. 6d.	- - -	397 square yards.
4 - -	2 2 6	- - -	- - -	This rent is intended to be raised to the full value.
- 7 -	- 7 -	a fat buck - -	- - -	
27 - -	21 7 6	a goose, or 3s. 6d.	a cow -	266 square yards—received in exchange in or about 1,765, supposed from the Earl of Warwick.
60 - -	60 - -	a goose, or 3s. 6d.	2 months -	705 square yards—built after the fire upon the ruins of a former house.
30 - -	30 - -	4 ribs of beef, or 8s.	- - -	2,084 square yards.
6 10 -	5 5 -	2 pullets, or 3s. 6d.	- - -	These comprise 1,108 square yards.
6 5 -	4 2 -	- - -	- - -	
6 5 -	5 - -	2 pullets, or 3s. 6d.	- - -	
6 5 -	5 - -	2 hens, or 3s. 6d. -	- - -	
- 18 -	- 14 3	- - -	- - -	1,473 square yards.
6 15 -	5 5 -	2 capons, or 3s. 6d.	2 months -	
9 - -	6 - -	a hen, or 1s. 9d. -	1 horse -	
17 15 -	17 15 -	- - -	2 months -	These together contain 356 square yards.
6 10 -	4 10 -	4 fowls, or 7s. 6d.	1 cow -	
12 - -	20 - -	2 chickens, or 3s. 6d.	- - -	
15 - -	18 - -	2 chickens, or 3s. 6d.	2 months -	
7 - -	5 1 6	a rabbit, or 1s. -	- - -	97 square yards. The house bought in 1792 for 105 <i>l.</i> as stated ante.
17 - -	15 15 -	2 chickens, or 3s. 6d.	- - -	
15 - -	15 - -	- - -	- - -	283 square yards.
20 - -	16 6 -	a ham, or 7s. 6d. -	2 months -	
23 - -	18 17 -	a ham, or 7s. 6d. -	2 months -	
- - 10	- - 10			
- 6 -	- - 6			
£.	670 9 9			

The whole of the premises have been recently surveyed, and their respective value fixed at the several sums above set in apposition to the rents. Several of the rents have been since raised to the value thus fixed; and it is intended to pursue the same course with the remainder, as soon as it can be done without hazard to the interests of the charity.

Warwick.

Oken's Charity,
continued.

In addition to these rents, profits are from time to time derived from the sale of coppice-wood and timber; the whole amount during the last 30 years being 480 *l.* 12*s.*, which was duly carried to account.

The following is a Statement of the expenditure, in which are distinguished, in separate columns, the specific payments directed by the founder, and the payments now made in respect thereof.

	Payments directed by the Founder.	Payments now made.
	£. s. d.	£. s. d.
1. "To a schoolmaster in the town of Warwick, to teach poor mens children within the town" - - -	2 - -	
In respect of this item, there is now paid to a schoolmaster, for teaching 13 boys at a school called the Boblake (or Boblick), in the town of Warwick, already noticed under the head of Mrs. Greville's Charity -	- - -	13 - -
2. "To the poor people inhabiting within the 8 wards of the town, at Christmas and Easter" - - -	4 - -	
This is duly paid at the prescribed periods by the hands of the mayor - - -	- - -	4 - -
3. "To an annual sermon" - - -	- 6 8	- 6 8
Which is usually preached by the vicar of St. Mary's - - -	- - -	- 6 8
4. "To the poor on that day" - - -	- 3 4	- 10 -
There is distributed among them in bread on that day -	- - -	- 10 -
5. "Towards a dinner on that day" - - -	1 - -	
In respect of this item there has been a specific allowance charged for many years of - - -	- - -	2 - -
Besides which there has also been paid out of the funds of the charity the balance of the whole remaining expense of the dinner, after deducting certain contributions made by the guests, of which further mention will be made below. This balance amounted in 1824-5 to - - -	- - -	31 8 5
6. "Towards the paving of the market-place" - -	- 10 -	- 10 -
7. "For repairing Wedgenock-lane" - - -	- 10 -	- 10 -
8. "To the young men of St. Mary's at cutting down the Whitsuntide ivy" - - -	- 1 8	
This payment is not now made, the custom to which it refers having ceased.		
9. "Towards the repairing of Emscote Bridge, &c." -	- 10 -	- 10 -
10. "Towards the bonfires" - - -	- 5 -	- 5 -
11. "To the herdsmen of St. Mary's" - - -	- 3 4	- 3 4
There is paid to the hayward of St. Mary's - -	- - -	- 3 4
12. "Towards the repairing of the two common wells at St. James's chapel and the Saltisford" - s. -	- 2 -	
There is paid for the well at the Saltisford - 1 -	- - -	- - -
The other well being closed up, the sum allowed is applied to the repairs of the streets - 1 -	- - -	- 2 -
13. "Towards the repairing of a common well in Castle-street-ward, if that ward should make one, if not, to some other good use within the town" - - -	- 1 -	
No well having been made, this allowance falls into the residue.		
14. "To the beadle for cleaning the market-place, &c. and keeping off beggars and vagabonds" - - -	- 3 4	- 6 8
There is now allowed to the beadle for these services -	- - -	- 6 8
"Towards the charges of a paviour to pave under the two chapels" - - -	- 1 8	- 6 8
Now allowed - - -	- - -	- 6 8
15. "To three children or young men for singing at St. Mary's church" - - -	- 12 -	
This payment has been long discontinued.		
16. "To the six poor almspeople" - - -	1 4 -	
This number having been increased to twelve, as stated above, there is allowed to the twelve 10 <i>s.</i> per quarter, besides a participation in the weekly pensions, to be noticed below - - -	- - -	2 - -
17. "For six garments of rug or black cotton for the said six almspeople every third year, and six other poor people the other two years." -	- - -	2 12 -
This allowance is at present entirely confined to the almspeople, of whom six are annually furnished with six gowns of frieze and cotton at an expense of about -	- - -	2 12 -

	Payments directed by the Founder.	Payments now made.	Warwick. Oken's Charity, continued.
	£. s. d.	£. s. d.	
18. "To a learned schoolmaster, towards the augmenting of his wages, for teaching a grammar-school in the town of Warwick" - - - - -	2 - -		
The sum of 2 <i>l.</i> in respect of this allowance, is annually paid to the master of the grammar-school, of which an account has been given above under King Henry the Eighth's charity - - - - -	- - -	2 - -	
19. "To the vicar of St. Mary's for four sermons annually" - - - - -	2 - -		
The sermons are preached at the periods prescribed, and there is paid to the vicar in respect thereof - - - - -	- - -	2 - -	
20. "To the collectors and distributors of the rents, towards their pains" - - - - -	- 4 -		
"And such other charges as they should be at in gathering up the said rents and making up of their said accounts." In lieu of the 4 <i>s.</i> there is now allowed them an annual payment of - - - - -	- - -	- 10 -	
There is also allowed, For writing-books, to receive and pay by £. - 2 6 For making up and transcribing the accounts - 13 4 For auditing the accounts - - - - - 6 8	- - -	1 2 6	
Other charges attending the trust-estate are as follows: viz. Land-tax - - - - - £. 4 8 6 Chieffrents - - - - - - 12 5½ Receipt-stamps - - - - - 1 2 5 Repairs (amount 1824-5) - - - - 129 11 7 Law expenses incurred in letting the premises, and other business incident to the trust, (amount 1824-5) - - - - 29 2 - These two last charges necessarily vary in their annual amount. The charge for repairs is generally heavy in consequence of the buildings being for the most part very old. The sum above specified is about the annual average for several years past. Interest on monies advanced for the use of the charity from 1st September 1824 to 13th June 1825 - - - - - 7 4 6	- - -	172 1 5½	
21. Any residue that might remain of the rents, after making the specific payment above noticed, was directed by the founder to be applied to the relief of the poor people of the town of Warwick, in the payment of tallages, &c. whereby they might the better have ease; and if there should be no such need, then to the repairs of the great bridge within the said town. Under this clause, as having for its object the general relief of the poor, the following disbursements, to which the residue of the income is now applied, appear to class: viz. Stationery for the 13 boys at the Boblake school, (1824-5) - - - - - £. 5 1 - Clothing for the 13 boys at the Boblake school, (1824-5) - - - - - 8 9 3	- - -	13 10 3	
A contribution to the coal-charity fund of the parish of St. Nicholas, noticed under the head of Archer's charity - - - - -	- - -	- 12 6	
Weekly disbursements of money to the poor of Warwick, (1824-5) - - - - -	- - -	300 18 -	
Total expenditure - - -	- - -	551 5 5½	
Leaving a surplus of about - - -	- - -	119 4 3½	
	£.	670 9 9	

besides the casual profits from timber, above noticed.

This statement of the expenditure is taken from the accounts of the year ending in September 1825, but the rents are given as they were at the time of our inquiry in August 1826, having in the interval received an increase of

Rep. 17. 3 T 64*l.* 8*s.* 3*d.*

Warwick.

Oken's Charity,
continued.

64*l.* 8*s.* 3*d.* This being deducted, will leave the sum of 54*l.* 16*s.* 0½*d.* for the surplus income of the year 1824-5, to which being added the sum of 16*l.* 18*s.* 7*d.* for old rents in arrear, and the amount, 71*l.* 14*s.* 7½*d.* being deducted from a balance of 110*l.* 15*s.* 10*d.* due to the treasurer on the account of the preceding year, there will remain a balance still due to him on the close of the account for the year 1824-5 of 39*l.* 1*s.* 2½*d.*

The treasurer is appointed by the trustees, and is generally one of their own body. His accounts are annually audited by the other trustees on the first Wednesday in September.

The weekly disbursements above noticed consist of a payment of 2*s.* to each of a certain number of poor men and women, who are selected from time to time by the trustees and wardsmen from among the most aged, infirm, and needy inhabitants of the borough. The names of the persons selected are registered in the account-books, and they for the most part continue to enjoy the pension during their respective lives. The list has of late years consisted of about 60 persons.

Among the number who compose this list are usually included the 12 almspeople. These poor persons, who are generally women, and are appointed by the trustees from among the most deserving poor of the borough, occasionally participate in the other charities of the borough, and have in some instances partaken of parish-relief. Their house is kept in repair out of the funds of this charity.

Of the other disbursements above specified the only item, that appears to call for further observation, is that relating to the annual dinner, the expense of which, from 1*l.* allowed by the founder, has gradually grown to upwards of 30*l.*, besides the fowls and other articles in kind, which are reserved upon several of the tenancies, as has been seen above, in addition to the money-rents, and which are rendered by the respective tenants as contributions towards this annual dinner. It appears that this dinner is an entertainment at which the mayor and aldermen, the vicars, and many other inhabitants of the borough, and tenants of the charity-estate assist; each guest pays 6*d.* towards the expense of ale; any other drink is paid for by the person calling for it, and the remaining charge of the dinner is defrayed out of the charity-funds.

On referring to the directions of the founder it will be seen that he desired that the dinner to be prepared should be for the bailiff (now the mayor) 12 principal burgesses, and three commoners of *any* of the eight wards; by which word *any* it is evident from other parts of the deed that he meant *every*; not only as he uses the word in that sense in the part in which he gives 40*s.* for four sermons, viz. 10*s.* to be paid at the end of *any* of the said sermons, but also as he imposes a part of the burden of his trust, viz. the appointment of the almspeople, &c. upon three of the commoners of *every* of the eight wards. Construing it, therefore, to have been his intention to have a dinner provided for 37 persons, he may be considered as authorizing a disbursement to that extent at the present day; although from the difference of the times a much larger sum than the 1*l.* specified by him, would be necessary to meet that expense. Giving, however, due weight to this consideration we still cannot but think that the expense now annually borne by the funds of the charity, in respect of this dinner, considerably exceeds the limits, which any change in the times can be reasonably deemed to warrant, for giving full effect to the founder's intention, and that it ought therefore to be reduced.

EYFLER'S CHARITY.

Eyfler's Charity.

Nicholas Eyfler (or Ifler), of Warwick, Glazier, by Will, dated 14th January 1591, gave all his messuages, lands, tenements, rents, reversions, and hereditaments, with the appurtenances, within the realm of England, wherein he had any estate of inheritance, to Robert West and Thomas Camell, their heirs and assigns for ever, in trust, that they should on this side the feast of Christmas, assure and convey the same to themselves and such others as they should think meet, and their heirs, to the uses and intents following, that is to say, as to his house and back-side in Jewry-street in Warwick, that after the death of his wife, one John Goldsmith should have and enjoy the same, during his natural life, upon condition that he should commit no voluntary waste, and that he should pay yearly for the same, 20*s.* to such person or persons, intents or

purposes, as the testator should afterwards appoint, payable at Michaelmas and Lady-day, by even portions; and after the decease of the said John Goldsmith, that his wife Alice, and daughter Catherine, successively, during their respective lives, should enjoy the same upon the like conditions; and that after their several deceases, or the forfeiture, or end of their estates, the rents and profits of the said house and back-side should be from time to time, for ever, yearly received by Mr. Oken's collectors, and employed and accounted for in such sort and at such times as Mr. Oken's benevolence towards the poor of Warwick was to be employed and accounted for; and as to his close, called Meakin's Close, in the suburbs of Warwick, and the barn thereon, that the said John Goldsmith and his wife, and the longest liver of them, should enjoy the same during their respective lives, paying yearly 10*s.* at Michaelmas and Lady-day, to such person or persons, intents or purposes, as the testator should afterwards appoint; and that after the decease of the survivor of them, the said John and Alice, the said Catherine their daughter, and her heirs, for ever, should have the said close and barn with the appurtenances, paying out of the same, for ever, to such person and uses as the testator should appoint, 10*s.* yearly, at Michaelmas and Lady-day; and that within 10 years after the death of the testator's wife, the said John Goldsmith, with the testator's goods, should cause four convenient houses, or two houses, if so many would conveniently serve, with chimnies and other necessities, to be made of the barn which the testator had bought of Robert West, standing upon the Back Hills in Warwick; and that there should be from time to time, for ever, placed in the same old maidens in Warwick, that by reason of age or impotency were not able to get their living, and that if there should not be so many maidens meet for that place, so many other old women in Warwick as should make up the same number of four; and his will was, that the same barn, and the garden thereto belonging, should be conveyed by the said Robert West and Thomas Camell, and their heirs, in such sort as that the same might remain for ever, to be employed as aforesaid at the appointment of such as they should think meet and convenient; and his will was, that the said yearly rents of 20*s.* and 10*s.* should be yearly paid to the hands of Mr. Oken's collectors, to be employed and accounted for in such sort as Mr. Oken's benevolence to the poor in Warwick was to be employed and accounted for.

In a book belonging to the corporation, in which the will is entered at length, are also found copies of two deeds of feoffment, respectively dated the 20th December, 35 Elizabeth, by the one of which Robert West and Thomas Camell granted and enfeoffed to Barnaby Holbeck, and seven others, their heirs and assigns, for ever, the close called Meakin's Close, with the barn thereon, to the use of Alice Goldsmith, late wife of John Goldsmith, deceased, for her life, and after her death to the use of their daughter, Catherine, and her heirs, for ever, paying 10*s.* annually as directed by the will; and by the other of which deeds the said Robert West and Thomas Camell granted and enfeoffed to the same persons, their heirs and assigns, all that messuage or tenement with the appurtenances, with the back-side thereto belonging or adjoining, situate within the town of Warwick, in a street called Jewry-street, lately purchased by the said Nicholas Eyfler of the said Robert West, and since re-edified, with the shops, cellars, &c. to the same belonging, as the same then were on the south side of the said street, situate between a tenement in the tenure of Thomas Heath on the east, and the land of William Shaw, then in the tenure of Roger Hurlbutt, on the west, in breadth, and extending in length from Jewry-street on the north side, to the land, sometime William Grant's, then in the tenure of Richard Lee, on the south side, to hold to the feoffees, their heirs and assigns, for ever, to the only proper use and behoof of the said feoffees, and of the feoffors, their heirs and assigns, during the natural lives of Catherine Eyfler, widow of the said Nicholas, deceased, and Alice Goldsmith, late the wife of John Goldsmith, deceased, and of the longest liver of them the said Alice and Catherine; and from and after their decease, then to the use of the said Catherine Goldsmith, daughter of the said John Goldsmith and Alice his wife, she the said Catherine yielding unto the said feoffees, their heirs and assigns, 20*s.* yearly at the feasts of Michaelmas and Lady-day, by even portions, and from and after her decease to the use of the said feoffees and feoffors, their heirs and assigns, for ever, the trusts whereof, as well as those of the 10*s.* secured by the first-

Warwick.
—
Eyfler's Charity,
continued.

Warwick.

Eyfler's Charity,
continued.

mentioned deed, were declared to be that the trustees should yearly bestow and employ the rents and profits to and for such charitable uses, and to and amongst such poor people in Warwick, and in such sort, as the revenues theretofore given by Thomas Oken were or should be from time to time bestowed or employed; and should further, of the said yearly rents, profits and payments, make and yield a true and just account in writing, at or in the said house thereby mentioned to be conveyed, within eight days of the feast of St. Bartholomew the Apostle, yearly; and it was thereby provided, that the survivors of them the said trustees, when there should be five of them living, and no more, should before the end of one whole year next ensuing the time of the decease of such of them as should be the sixth surviving, convey their estate to 10 or more such of the burgesses and inhabitants of the said borough or town of Warwick, and their heirs and assigns, as should be men of good account and conversation, and then should be, or before that time should have been, principal burgesses, or assistant or other officers in the said town or borough, and not any such as then were or should have been any of the bailiffs of the said borough, to the use of the said feoffees or grantees, and their heirs, and upon the limitations before mentioned; and to the intent that the same might the better remain, and the rents and profits be bestowed and employed as by that deed was limited, if the said surviving trustees should make default in the making of such new feoffment or conveyance, then from and after the end of one year next ensuing such default, the said five surviving trustees, and any of them, and the heirs of them, and any of them, should, for ever, from and after the decease of the survivor of the said Catherine, Alice and Catherine, stand and be seised of and in the said premises, to the use of such person and persons as then should be the feoffees, or seised of the lands and tenements given by the said Thomas Oken, and their heirs and assigns, for ever, to and for the intent and purpose that the rents and profits of the said premises, might from thenceforth for ever be bestowed and employed to the uses before declared.

There is also found in the corporation-book already mentioned the copy of another deed of feoffment, also dated 20th December, 35th Elizabeth, whereby the said Robert West and Thomas Camell, for the better performance of the trust in them reposed by the said testator, Nicholas Eyfler, granted and enfeoffed to the said Barnaby Holbeck, and the other feoffees of the former premises, their heirs and assigns for ever, a barn and the garden thereto belonging, situate within the borough of Warwick, without the east gate there, in or upon a place there commonly called Back Hills, over against the vineyard there, with the appurtenances, to hold from and after the death of Catherine Eyfler, the widow of the testator, to the only use of the feoffors and feoffees, their heirs and assigns for ever, on trust, to permit and suffer the said barn and garden to be used and employed to and for the habitations or dwellings of four poor maidens and women of the said borough or town of Warwick, that by reason of age or impotency should not be able to get their livings, according as the same were appointed by the said will of the said Nicholas Eyfler, with similar clauses for renewing the trusts, and contingently vesting the premises in the trustees of Oken's charity as are mentioned in the deeds above abstracted.

There is no evidence of any subsequent appointment of trustees of any of these premises; and upon the presumption that none such had taken place, the trustees of Oken's charity lately acted in that capacity for the purpose of giving effect to the exchange which will be noticed below; but, except in that instance, the office of trustees to Eyfler's charity appears to have been always executed by the mayor and aldermen of the borough. Their exercise of this power may probably have arisen from the circumstance, of the mayor and principal aldermen of the borough having been formerly generally included in the number of Oken's trustees, as they all in fact at present are, with the exception of the mayor.

The exchange above mentioned was effected by an Indenture of Feoffment, dated 1st February 1821, between Charles Porter Packwood, esq., Charles Gregory Wade, the Right Hon. the Earl of Warwick, the Hon. Major-General Sir Charles Greville Bertie, Bertie Greathed, esq., William Staunton, esq., the Rev. Thomas Cattell, Samuel Edward Steward, esq., George Boswell, esq., John Edwards, esq., Thomas Woods Weston, Edward Hughes, Thomas Collins, Abraham Blick, Charles Wake, M.D., and Kelynge Greenway,
described

Warwick.

Eyfler's Charity,
continued.

These benefits, in addition to that of residence, consist of a quarterly payment of 2s. 1d. to each almswoman, making in the whole the annual sum of - - - - - £. 3 6 8

A gown of brown stuff, to each, the total cost of which is on the average - - - - - 2 16 -

Eight cwt. of coals to each, total cost - - - - - 3 6 -

£. 9 8 8

These

Warwick.

Eyfler's Charity,
continued.

These poor persons are selected by the trustees as vacancies occur, from among the most deserving poor of the borough, and generally enjoy their places for life.

The building is kept in repair out of the funds of the charity, the expense of which, upon an average of the last 20 years, is about 2*l.* 14*s.* per annum.

This sum, added to the disbursements above specified, makes a total expenditure of 12*l.* 2*s.* 8*d.* which deducted from 30*l.* 15*s.* the amount of the rents, leaves a surplus income of 18*l.* 12*s.* 4*d.*

It has been already stated that the mayor and aldermen of the borough have generally acted as trustees of this charity. The mayor also acts as treasurer. His account of receipts and disbursements is annually audited by the other acting trustees, and the balance, if any, is paid over to his successor in office. The balance remaining on the 7th December 1825, in the hands of the mayor for that year, (and who has been continued in the office for the present year) was 118*l.* 10*s.* 6*d.*, the greater part of which had accumulated since the year 1821, when, as we have seen, the rents were increased from 14*l.* to 30*l.*

Some difficulty appears to have been felt by the trustees as to the application of the surplus income of this charity, until we pointed their attention to the clause of the will, by which it was directed to be applied in the same manner as Mr. Oken's charity; which course they have consequently declared their intention of pursuing for the future.

SIR THOMAS WHITE'S CHARITY.

Sir Thomas White's
Charity.

The particulars of Sir *Thomas White's* charity will be more conveniently entered into on a future occasion, when we shall investigate the charities at Coventry, the corporation of which city are the trustees, and have the entire management of the estates belonging to his foundation.

It will be sufficient, at present, shortly to state that those estates were purchased by the corporation of Coventry in the year 1543, with the sum of 1,400*l.* given for the purpose by Sir Thomas White; and that upon a settlement of the estates to charitable uses, by an Indenture of Covenant, dated the 6th July 1552, between the mayor, bailiffs, and commonalty of the city of Coventry, and the master and wardens of Merchant Tailors of the city of London, It was, among other things, provided that (after a certain period therein mentioned) the five corporations of Coventry, Northampton, Leicester, Nottingham, and Warwick, should receive successively the annual sum of 40*l.* coming out of the said premises (the annual rents of which then amounted to 70*l.*) to be by the governors and rulers of each of the said respective towns, delivered to one young man, inhabitant of such town, to have the use of the same for nine years, without payment of interest, finding sufficient sureties for the repayment thereof, and for the continued residence of the borrower, and on such repayment to be delivered to one other such young man for nine years in like manner, and so to have continuance for ever.

Proceedings being afterwards had in the Court of Chancery, and by appeal in the House of Lords, as to the application of the improved rents of these estates, it was finally ordered by decree of the 12th June 1703, and some subsequent orders, that the whole of the improved rents should go in augmentation of the uses specified in the said indenture; and that four sevenths of the clear annual amount of such rents (the remaining three sevenths being appropriated to certain charitable payments in the city of Coventry, and other charges) should be applied alternately by the corporations of Coventry, and of the four towns above mentioned, in free loans of 50*l.* each for nine years, to persons qualified, and giving security, as in the said indenture mentioned.

By order of the Court of Chancery, dated 20th June 1820, upon a representation to the Court, that the amount of the funds in the hands of the corporation of Warwick belonging to this charity was more than could be properly applied in loans of 50*l.*, power was given to the corporation to raise the amount of the loans to 100*l.* each.

The corporation of Warwick receive every fifth year from the corporation of Coventry four sevenths of the clear rents of the estates, subject to certain fees to

to the officers of the latter corporation. The four last payments thus received were to the following amounts :

										£. s. d.			Sir Thomas White's Charity, <i>continued.</i>	
1810	-	-	-	-	-	-	-	-	-	713	8	3		
			Fees deducted	-	-	-	-	-	-	6	16	6		
														706 11 9
1815	-	-	-	-	-	-	-	-	-	954	10	10		
			Fees	-	-	-	-	-	-	8	18	6		
													945 12 4	
1820	-	-	-	-	-	-	-	-	-	1,149	12	2		
			Fees	-	-	-	-	-	-	13	2	6		
													1,136 9 8	
1825	-	-	-	-	-	-	-	-	-	1,135	11	3		
			Fees	-	-	-	-	-	-	12	16	6		
													1,122 14 9	

The funds derived from these rents are applied by the corporation in loans, formerly of 50 *l.* each, but since the order of 1820 of 100 *l.* each, to young tradesmen of the borough for nine years, without interest, two or more persons being produced by the borrower as his sureties, who, if approved as responsible persons, join with him in a bond, in double the amount of the loan, conditioned for the repayment of the money lent at the end of nine years, or immediately, in case of the insolvency or death of the principal or his leaving the town, or in case of the death or insolvency of either of the sureties and the principal omitting to procure fresh ones. The sureties also sign a declaration, which is indorsed upon the petitions for the loan, that they do not directly or indirectly derive any benefit from the same, but that it is wholly and solely for the benefit of the principal.

A receiver is appointed by the corporation, who gives security in such sum as the corporation may require. He receives the rents when due from the corporation of Coventry, and the loans repaid by the respective borrowers thereof, or their sureties, and is remunerated by a poundage of 2½ per cent upon the monies he so collects.

The application made for these loans by persons who have been thought proper objects for them, have not been sufficient to exhaust the large and increasing funds derived from this charity, and large balances have been left from time to time in the hands of the receiver. In pursuance of an order of the corporation of the 20th May 1810, the receiver pays interest at 3½ per cent upon the amount in his hands above 1,500 *l.*

At the annual audit of the receiver's accounts held in June 1810 next before the receipt of the first of the above sums from the corporation of Coventry, the balance in his hands was found to be 2,774 *l.* 12 *s.* 6 *d.* At the audit before the next receipt in 1815 the balance was 3,878 *l.* 2 *s.* 8 *d.* At the audit next before the third receipt in 1820, the balance was 4,151 *l.* 16 *s.* 2 *d.* And at the audit next before the last receipt in 1825, the balance was 1,878 *l.* 2 *s.* 9 *d.* This diminution in the last balance appears to have arisen from the increase in the amount of the loans since 1820, from 50 *l.* to 100 *l.* each.

At the period of our inquiry in August 1826, the state of the funds was as follows :

										£. s. d.		
Outstanding loans, 48 of 50 <i>l.</i> each	-	-	-	-	-	-	-	-	-	2,400	-	-
64 of 100 <i>l.</i>	-	-	-	-	-	-	-	-	-	6,400	-	-
Balance in the receiver's hands	-	-	-	-	-	-	-	-	-	3,060	19	4 ¾
										£.	11,860	19 4 ¾
From which is to be deducted the amount of 7 of the 50 <i>l.</i> loans which are supposed to be irrecoverable	-	-	-	-	-	-	-	-	-	350	-	-
										£.	11,510	19 4 ¾

The only outgoings besides the loans and the receiver's poundage, are the charges once in five years for the power of attorney to receive the rents, and for putting the corporation seal to that, and to a bond from the corporation of Warwick to the corporation of Coventry, conditioned for the due application of the money to be received, the amount of which charges is 4 *l.* 14 *s.* 6 *d.* The expense of the bonds from the borrowers is defrayed by them.

SIR THOMAS PUCKERING'S CHARITY.

Warwick.
 Sir T. Puckering's
 Charity.

By Indenture, dated 11th June 1697, between Thomas Stratford, of the one part, and Aaron Rogers, William Tarvor, Stephen Nicholls, Richard Lane, Job Raynsford, and Moses Robinson, of the other part, reciting that Sir *Thomas Puckering*, late of the Priory in or near Warwick, knight and baronet, deceased, by indenture, dated 20th April, 9 Charles I., made between the said Sir Thomas Puckering, of the one part, and certain persons, since deceased, of the other part, after reciting that the increase of trading and of education, and bringing up of young men in trades and sciences, did not only tend to the general good of the commonwealth, but also to the profit and benefit of such as were trained and brought up therein, and was a principal means to avoid idleness, and consequently beggary; and further reciting, that divers poor people, who were willing to bring up their children as apprentices in honest trades and callings, had not any means to place their children in such trades and callings for want of ability; and that the said Sir Thomas Puckering taking the same into consideration, and having a great desire to give some furtherance towards so good and charitable a work within the said borough or town, and then having a purpose to erect six several tenements for the habitations of six several tradesmen upon the ground whereon several other messuages were then built and standing, did therefore, by the said recited indenture, grant and enfeoff to the said parties thereto, of the second part, their heirs and assigns, for ever, one messuage or tenement, with the appurtenances, situate in the said borough, in the street there called Wallditch, and two other messuages or tenements, with the appurtenances, situate in the said borough, in the street there called Rotherchipping, to hold to the said feoffees, their heirs and assigns, upon the trusts therein mentioned; and further reciting, that there had been since newly erected, according to the purpose aforesaid by the said Sir Thomas Puckering, six several tenements for the habitations of six several tradesmen, upon the ground mentioned and intended as aforesaid, three whereof were situate in the said street called Wallditch, and the other three in the said street called Rotherchipping, which said six messuages, with the appurtenances, had by several feoffments been conveyed down to several feoffees in the several feoffments thereof mentioned, in trust for the same; It was witnessed, that the said Thomas Stratford, being the only surviving feoffee, in pursuance and according to the trusts in him reposed, and the declaration and intent of the said Sir Thomas Puckering in his lifetime, and by and with the consent and approbation of Sir Henry Puckering alias Newton, bart., and to the end the said charitable deeds might be supported, and the estate of the premises kept in the hands of able and sufficient feoffees, and the same disposed of according to the will and intent of the said Sir Thomas Puckering, did thereby grant and enfeoff to the said Aaron Rogers and others, the parties of the second part, their heirs and assigns for ever, the said six new erected messuages or tenements, with the appurtenances, to their only use and behoof, for ever, upon trust, from time to time to make leases by indenture of the said six new messuages, with the appurtenances to six several tradesmen of the said town of Warwick, such as the said Sir Henry Puckering alias Newton, and his heirs, should from time to time nominate and approve, but no lease of any one of the said houses, or any part of one, should be made to more than one person only of the six tradesmen; and upon further trust, that every such lease should be made by indenture, to have continuance for the term of 21 years, and no longer, from the making of such lease; and that every such lessee should seal and deliver, as his deed, a counterpart of every such indenture; and that in every such indenture a proviso or condition should be contained, that if the lessee to whom any such lease should be made should not within the term of 21 years accept of such and so many appointments, not exceeding three in the whole, as the said Sir Henry Puckering alias Newton, and his heirs, or any of them, should nominate and appoint; or if any such lessee should not enter into usual covenants for the taking, teaching and instructing of every such apprentice so to be nominated and appointed in the trade, mystery, or occupation of every such lessee, for the space of seven years from the time of taking any such apprentice, and for the finding and providing of necessary meat, drink, lodging, and apparel, for every such apprentice during the time of his apprenticeship, then and from thenceforth every such lease should be void; and upon further trust, that in every such lease

there

there should be some necessary and convenient provision, by covenant, or otherwise, from every such lessee for the sufficient repairing, upholding, and keeping of every such house, with the appurtenances, in good and sufficient repair during the continuance of such lease, and for leaving and yielding up the same in good and sufficient repair at the end of every such term; and upon further trust, that so soon as any four, at the most, of the feoffees should die, or remove out of Warwick, the rest of the feoffees then living should with all convenient speed convey and assure the premises to six other feoffees of ability and worth, who should be then living within the said town of Warwick, and their heirs, to the intent that there might be for ever thereafter two of the feoffees of the premises living, at the least; and upon further trust, reposed in the mayor of the said borough for the time being, and the vicar of the parish church of St. Mary, within the said town, that if any four, at the most, of the feoffees of the premises should die, the said mayor and vicar for the time being, as overseers therein, would cause or procure the other surviving feoffees to make a new feoffment from time to time of the premises to six such feoffees as aforesaid, according to the true intent and meaning of the said Sir Thomas Puckering.

Warwick.

Sir T. Puckering's
Charity,
continued.

The next trust-deed of the premises is dated 15th April 1735, whereby Job Rainsford, described as the only surviving feoffee, conveyed the premises to Francis Smith and five others, upon the former trusts; but by a memorandum indorsed thereon it is declared that on many years experience it was found very prejudicial to many, as well neighbours as others, living in and near the town of Warwick, in placing poor tradesmen in the messuages therein mentioned by leases, according to the terms prescribed by Sir Thomas Puckering, and that that method did not answer the intent of the said Sir Thomas Puckering, for the tradesmen who had hitherto accepted such leases were generally poor, and in mean circumstances, and had permitted the premises to fall to decay and be much out of repair, and at the end of the term were utterly unable to repair them; and instead of employing or learning such apprentices their trades, for want of employment or work for them they sent them out to gather sticks, and break hedges for fuel for their fires, so by that means the apprentices very often learned to pilfer and steal, therefore Sir Henry Puckering, heir of the said Sir Thomas, taking those matters into consideration, had during his lifetime, as the leases of those houses expired, advised the feoffees not to renew or make other leases, but to set the said houses yearly, or otherwise, to the best and most value; and with the clear profits he appointed boys to be put forth apprentices, and sought out or recommended the feoffees to seek out such masters as were tradesmen of probity, as well as substance and good credit; and finding that to answer Sir Thomas Puckering's intent much better, as he apprehended, than the former method, so Sir Henry, during the remaining part of his life, took that method, and often recommended to the feoffees to follow the same after his death, unless in process of time the feoffees could meet with such persons as would take such lease or leases, and as were likely to answer in every respect the intent and purpose of the said Sir Thomas Puckering.

This memorandum has been continued upon all the subsequent trust-deeds, the bodies of which are filled up in the form of the first.

By the last of these, dated 29th January 1808, the premises were vested in John Bird, Josiah Barnett, John Bird the younger, John Smith, John Williams and James Banner and their heirs.

By Indenture, dated 3d October 1789, between John Bird, Joseph Lee, and Francis Dawes, described as only surviving feoffees of the premises after mentioned, late Sir Thomas Puckering's, of the one part, and William Parkes, and John Parkes, a trustee for the said William, of the other part, reciting the indenture above abstracted of 11th June 1697, and the indorsement made upon the subsequent trust-deeds as stated above, and that the method pointed out by the said Henry Puckering as best calculated to answer the benevolent intentions of the donor had been pursued ever since; and that the trustees considering it no longer necessary to preserve the said six messuages or tenements, the original purpose whereof had been found injurious and prejudicial, and thinking it incumbent on them as far as possible to improve the said trust-estate, that they might thereby extend the advantages intended to arise therefrom, and having an opportunity of exchanging three of the said messuages or

Warwick.
 Sir T. Puckering's
 Charity,
continued.

tenements with the said William Parkes, for property in its nature more permanent, and less liable to accident and repairs, and of greater annual value, had availed themselves thereof and agreed with him accordingly; it was witnessed, that the said parties of the first part, in pursuance of the said agreement, did thereby grant and confirm to the said William Parkes and his heirs the three messuages or tenements, with the appurtenances, situate in the street formerly called Wallditch, but then the Bridewell-lane, in exchange for the premises after mentioned; and the said William Parkes, and also the said John Parkes, by the direction of the said William, in consideration of the premises, did thereby grant and confirm unto the said parties of the first part a close, leasowe, or pasture-ground, then divided into two parts, containing by estimation eight acres, commonly called Sales Close, lying in the parish of Budbrook in the county of Warwick, adjoining to a lane called Wedgnock-lane, to hold to the grantees, their heirs and assigns for ever, upon the trusts under which they had held the said three messuages thereby conveyed.

The houses situate in the street formerly called Rotherchipping, afterwards Cow-lane, but now Brook-street, are at present tenanted as follows:

	£.	s.	d.
One by William Jordan, as yearly tenant, at the rent of 6 <i>l.</i> 6 <i>s.</i> a year, with a deduction of 2 <i>s.</i> 4 <i>d.</i> for land-tax - - - - -	6	3	8
Another by Thomas Bromley, at the yearly rent of - - - - -	5	5	-
The third is divided into two tenements, one of which is occupied by the Widow Hewitt, at the yearly rent of - - - - -	5	-	-
And the other is held by the parish of St. Mary, for the residence of two paupers, at the yearly rent of - - - - -	3	-	-

It appears that in 1809 the trustees agreed that these tenements should be put into decent repair, and that Jordan and Bromley, who had previously occupied their respective houses, should continue to hold them at the present rents, each of them keeping their respective premises in good substantial order and repair, being allowed the materials, the same being first put into such good order. And it was further agreed, that the widow Ward, who then occupied the whole of the third house, should continue in the same while she lived, at the then rent of 2*l.* In 1811, after her death, the division of this house into two tenements took place; a part was let off to Mrs. Gammage for 5*l.* a year, and the parish of St. Mary, who had for some time previously to Mrs. Ward's death paid her rent of 2*l.*, continued to pay the same for the remaining part of this house till Michaelmas 1817, when that rent was raised to 3*l.*

Both Bromley's rent and the widow Hewett's are at this time considerably in arrear. They are both very old, and have not the means of paying.

The trustees have applied to the parish of St. Mary, to which they both belong, to assist them in the payment of their rent, but this has been refused, and they are averse to turn them out of their dwellings under their circumstances of advanced age and poverty.

The land at Budbrook, consisting of a close and a small meadow adjoining, was surveyed by Mr. Richard Margetts, by the direction of the trustees, in 1815, and was found to contain 5*A.* 1*R.* 4*P.* This land is let to Mr. William Harding, as tenant from year to year, at the clear annual rent of 10*l.* Down to the year 1814 Mr. Harding paid 8*l.* a year for this land, when it was raised to its present amount, which seems to be a fair rent.

It appears from the account-book of this charity that down to the year 1786, inclusive, the rents were applied in defraying the charges of repairs to the houses, and in apprenticing children of both the parishes in Warwick, with premiums, first of 4*l.* and afterwards of 5*l.* each. Between the years 1786 and 1809 two apprentices were put out, one with a premium of 5*l.*, the other of 8*l.*; and 9*l.* 7*s.* 6*d.* is entered as given away to sundry poor persons at different times; but at what times these apprentices were put out, or the money given, does not appear. The other charges during that interval are for repairs to the houses; draining, and repairs of gates on the land at Budbrook, and the costs of the new feoffment, and of drawing a lease to William Jordan. Upon the settlement of the accounts by the new trustees on the 15th of August 1809, it appeared that there was a balance in the hands of the then treasurer, upon his own receipts and expenditures, of 44*l.* 8*s.* 9*d.*, and that he had received a balance due from the late treasurer, Mr. F. Dawes, of 48*l.* 5*s.* 9*d.*, making together 92*l.* 14*s.* 6*d.*, and it was agreed that this should be disposed of as

follows, viz. that each trustee, being six in number, should receive 12*l.* in order to distribute among the poor of the borough of Warwick, at his discretion, and that the remaining 20*l.* 14*s.* 6*d.* should remain in the hands of the treasurer towards defraying the expense of repairing the several tenements belonging to the charity. It appears further, that from that time till 1824 the rents, after paying for repairs of the tenements have been annually divided in equal shares among the trustees, for distribution, and have been distributed by them among the poor of both parishes, whom they thought most in want, generally in small sums of money, occasionally in bread, and in shoes. This mode of distribution appears to have been adopted at the suggestion of one of the former trustees, the new trustees not being fully aware of the original purpose of the charity. In and since 1824 the rent has been applied in apprenticing poor children, of whom seven have been put out, three with premiums of 12*l.* and four with premiums of 10*l.* At the period of our examination in August 1826 there was a balance in hand of 14*l.* 7*s.* 6*d.*

Warwick.

Sir T. Puckering's
Charity,
continued.

CHARITIES OF ROBERT HEATH, AND HIS GRANDSON ROBERT HEATH.

Robert Heath, of Warwick, by Will, dated the 28th November 1684, gave out of his land at Southam that he purchased of one Richard Hanslopp, the sum of 5*l.* by the year, to be paid for ever, to set forth yearly one poor man's child apprentice out of the borough of Warwick, by the approbation of his executors, and the mayor and aldermen of the said borough, whom they should think fittest to be placed out yearly, for ever.

Charities of
Robert Heath, and
his grandson
Robert Heath.

This annuity is received from Mrs. Marcott in respect of an estate belonging to her in the parish of Southam, being the land charged therewith, and is applied in apprenticing poor children, principally boys of the borough, who are appointed by the mayor. The premium given with each apprentice has for the most part been 5*l.*, but in some late instances 10*l.*, with an occasional addition from some other of the apprenticing charities.

Robert Heath, the grandson of the former, by Will, dated the 1st September 1737, charged his messuage, and 2½ yard-lands, with the appurtenances, in Southam, in the county of Warwick, with the yearly sum of 10*l.*, without deduction, to be paid to the mayor, aldermen, and burgesses, or other the body corporate of the borough of Warwick, and their successors, to be by them applied in the putting out two poor boys, yearly, apprentices to such trades as they should think fit; the one of the said poor boys to be born in and an inhabitant of the parish of St. Mary, and the other to be born in and an inhabitant of the parish of St. Nicholas, in Warwick, which payment he directed to be made over and above the yearly sum of 5*l.* charged upon the same estate by his late grandfather, Mr. Robert Heath, deceased, for putting out one poor boy apprentice of the borough of Warwick.

It does not appear that any thing has been ever received in respect of this latter grant, which was void under the statute 9 Geo. 2, c. 36.

WEBB'S CHARITY.

George Webb, of Warwick, mercer, by Will, dated 31st October 1722, reciting, that he was minded to establish, after the decease of his then wife, a perpetual charity for placing out poor boys to be apprentices, and setting them up after their apprenticeship, gave a meadow or parcel of land, with the appurtenances, lying in the parish of St. Nicholas, in the borough of Warwick, called Dean's Pool Meadow, after the death of his said wife, to the vicars and churchwardens of the parishes of St. Mary and St. Nicholas, and their successors, for ever, on trust, that the said vicar and churchwardens, or the major part of them, should as soon as conveniently they could after the decease of his said wife, choose five honest men out of the said parish of St. Mary, and two honest men out of the said parish of St. Nicholas, one of which said honest men he willed should be yearly chosen by the said vicar and churchwardens, or the major part of them, to be receiver of the rents and profits of the said meadow, which rents and profits should be disposed of in the following manner, viz.; he willed, that upon the second 25th day of March which should happen next after the decease of his said wife, the said vicars, churchwardens, and seven honest men, or the major part of them, should employ and expend out of the said rents and profits any sum of money not less than 5*l.* nor exceeding 10*l.* for placing out one poor

Webb's Charity.

Warwick.

Webb's Charity,
continued.

boy, and no more, of the said parish of St. Mary, to be an apprentice to some honest trade or employment for the space of seven years, whose parent or parents had not for the space of six months then next before received collection or alms of the said parish; and to be nominated by the said vicars, churchwardens, and seven honest men, or the major part; and he also willed, that after his apprenticeship performed, and in case such boy could then read distinctly the English Bible, and say the Church-catechism without book, and should also bring a certificate from his master or mistress with whom he should have so lived as an apprentice, to the said vicars and churchwardens, or one of them, that he had behaved himself soberly, diligently, and faithfully during his said apprenticeship, then he willed that there should be paid to such boy, within one month after he should be so qualified as aforesaid, out of the said rents and profits, the sum of 5*l.*, 6*l.*, or 7*l.*, at the discretion of the said vicars, churchwardens, and seven honest men, or the major part of them, for setting him up; and he further willed, that such boy so to be put out apprentice should not be apprenticed to his father, mother or brother; he also willed that upon every 25th March after the first mentioned, during the term of three years, there should be one boy, and no more, of the said parish of St. Mary, placed out apprentice in manner aforesaid, and every such boy, after serving his apprenticeship, and being qualified as aforesaid, should receive such sum of 5*l.*, 6*l.*, or 7*l.*, for the purpose aforesaid; and he willed, that upon the 25th March in each year ensuing the next two years after the said three years, there should be one poor boy, and no more, of the said parish of St. Nicholas, placed out apprentice in manner aforesaid, each of which boys should within one month next after serving his apprenticeship, and being qualified as aforesaid, receive out of the rents and profits aforesaid 5*l.*, 6*l.*, or 7*l.* in manner and for the purpose aforesaid. And he willed, that upon the 25th March next after the said two years there should be one poor boy of the parish of Maxstoke placed out apprentice in manner aforesaid, who, within one month next after he should have served his apprenticeship, and being qualified as aforesaid, should in like manner receive 5*l.*, 6*l.*, or 7*l.* for the purpose aforesaid. And he further willed, that there should be for ever, upon every 25th March next after the seven years above mentioned, one poor boy, and no more, placed out as an apprentice out of the parishes of St. Mary, St. Nicholas, and Maxstoke, in the manner and order aforesaid, who should within one month next after they should have served their respective apprenticeships, and being qualified as aforesaid respectively, receive out of the said rents and profits, 5*l.*, 6*l.*, or 7*l.*, in manner and for the purpose aforesaid; and in case there should be no boy found in the parish of Maxstoke to be placed out apprentice in any such year wherein a boy ought to be so placed out apprentice out of the said parish, according to the order aforesaid, he willed that in every such year there should be placed out one poor boy of the said parish of St. Mary, instead of a poor boy of the said parish of Maxstoke, who also should receive his 5*l.*, 6*l.*, or 7*l.*, in manner and for the purpose aforesaid. And he willed, that the said vicars, churchwardens, and seven honest men, or some or one of them, should at the time of every such boy's being put out apprentice, let such boy know what he was to do, and how to behave himself, in order to receive the said 5*l.*, 6*l.*, or 7*l.*, as aforesaid; and he willed, that when any of the said seven honest men should die, the said vicars and churchwardens of the parish of St. Mary and St. Nicholas, or the major part of them, should upon the 25th March next after such his, her, or their death or deaths, choose one or more honest men into the room of such honest man or men so dying. He also willed, that the said vicars and churchwardens, and seven honest men, or the major part of them, should yearly, upon every 25th March, meet together, in order to state, settle, and make up the accounts of the said rents and profits, and to enter the same in a book to be kept for that purpose, and he gave them out of the said rents and profits the yearly sum of 20*s.*, to be by them spent in meat and drink, as they should think fit, at the time of making up the said accounts.

The close thus devised came into the possession of the trustees of the charity by the death of the testator's widow in June 1743; and on 25th March 1744, the vicars and churchwardens of the respective parishes of St. Mary and St. Nicholas having met together for the purpose, as appears by an entry in the book of the charity, appointed five persons of the parish of St. Mary, and two of

of the parish of St. Nicholas, agreeably to the directions of the testator, to act together with them and their successors in disposing of the rents and profits of the premises mentioned in the will.

The vacancies in this body of seven have been since duly filled up from time to time, as they have occurred, and one of the body has been annually chosen receiver of the rents, as directed by the will, but the leases which have been granted have been executed by the vicars and churchwardens of the two parishes only.

At the death of the testator's widow the close was in the occupation of a tenant, as appears from the accounts, at the rent of 9*l.* per annum, and so continued until the 25th March 1747, when it was demised by the trustees to Matthew Wise, esq. for a term of 99 years, at the annual rent of 10*l.*, clear of all taxes, except the land-tax.

In the year 1777, this term, by the death of the said lessee, became vested in his executor, Henry Christopher Wise, esq., and by Indenture, dated the 29th March 1803, between the said Henry Christopher Wise, described as acting executor of the will of the said Matthew Wise, of the first part; the Rev. Marmaduke Matthews, vicar of St. Mary, and John Arkesden and John Allen, churchwardens of that parish, and the Rev. Robert Miller, vicar of St. Nicholas, and Edward Williams, and John Foord Naish, churchwardens of that parish, of the second part; and Matthew Wise, the elder, of Leamington Priors, esq. of the third part; after reciting the said lease, and further reciting, that it had been agreed between the parties to that Indenture that the said Henry Christopher Wise should assign the premises to the said Matthew Wise upon the respective trusts after mentioned; It was witnessed, that the said Henry Christopher Wise did thereby assign the said premises to the said Matthew Wise, party thereto, in trust, as to a part thereof, described as the northernmost part, and delineated in the margin of the said Indenture, for the said Henry Christopher Wise, to the intent that he should hold, occupy, and use the same during the residue of the term; and as to the residue thereof, in trust, for the vicars and churchwardens, and their successors trustees of the charity, to the intent that they should take the rents and profits thereof for the residue of the term, and apply them according to the trusts of the said will.

By Indenture of Bargain and Sale enrolled, dated 1st April 1803, between Henry Christopher Wise, esquire, of the one part, and the respective vicars and churchwardens mentioned in the deed of assignment above abstracted, of the other part; It was witnessed, that in consideration, and in lieu of the piece or parcel of pasture or meadow-ground, being the northernmost part of the close of pasture or meadow-ground commonly called the Tees, or Dean's Pool Meadow, containing 3 A. 3 R. 2 P. or thereabouts, and then in the occupation of the said Henry Christopher Wise, and of a ditch and brook, and other appurtenances thereto belonging, which said piece of ground and premises were by indenture of feoffment, bearing even date therewith, made between the said respective vicars and churchwardens, of the one part, and the said Henry Christopher Wise, of the other part, conveyed to and to the use of the said Henry Christopher Wise, his heirs and assigns, for ever, he the said Henry Christopher Wise thereby granted, bargained, and sold to the said parties of the second part, and their successors, vicars and churchwardens of the said respective parishes for the time being, all that close or piece of inclosed meadow or pasture-land, containing four acres, or thereabouts, of the yearly value of 14*l.*, situate in the parish of St. Mary, in the borough of Warwick, adjoining to a road leading from Warwick to Hatton in the said county, together with the wheelwright's shop and chaise-house standing at the south-east corner of the said close, which said premises were delineated in the plan in the margin of that deed, to hold to the said parties of the second part, and their successors, upon the same trusts on which they held or were seised of the said piece or parcel of pasture or meadow-ground before mentioned to be the consideration of and for that conveyance, immediately before the execution of the said indenture of feoffment, under and by virtue of the will of George Webb.

This exchange appears to have taken place in pursuance of a resolution of the ministers and churchwardens, at a meeting held the 15th December 1802, on which occasion the trustees present subscribed a minute, testifying their consent to make the exchange, acre for acre, paying Mr. Wise at the rate of

thirty years purchase at 3*l.* 10*s.* per acre, for the deficiency of the land of the charity, and that the timber should be paid according to the valuation put on the same by Mr. John Bird, and they appointed one of the churchwardens to wait on the absent trustees for their signatures.

The minute of what occurred at this meeting bears the signatures of the respective vicars and churchwardens, and four others.

The particulars of the exchange, as finally agreed upon, as appears from another minute found among the papers [in the possession of the churchwardens of St. Nicholas, were as follows:

The Charity Land:		£.	s.	d.
3 A. 3 R. 2 P. at 3 <i>l.</i> 10 <i>s.</i> , 'is 13 <i>l.</i> 3 <i>s.</i> 4 <i>d.</i> which at 30 years purchase is	- - - - -	395	-	-
Timber, viz. 70 elms, 3 oaks, and 4 arbell trees	- - - - -	50	11	-
		445	11	-
Mr. Wise's Land:				
4 acres at 3 <i>l.</i> 10 <i>s.</i> is 14 <i>l.</i> , which at 30 years purchase is	- - - - -	£. 420	-	-
Timber - - - - -	- - - - -	3	15	-
		423	15	-
To be paid by Mr. Wise - - - - -	- - - - -	£.	21	16 -

This balance of 21*l.* 16*s.* appears to have been duly paid, being credited in the accounts for the year 1803.

In this adjustment of the terms of the exchange it will be seen that no account is taken of the residue of the term that Mr. Wise had had in the remainder of the charity-land, which he gave up to the charity by the assignment of the 29th March, namely, two days before the date of the deed of exchange; and we are at present without the means of learning whether his surrender of that residue of his term was an additional consideration given by him for the exchange, or arose from any doubts that were entertained as to the validity of so long a lease of the charity-land.

The part thus assigned in trust for the charity was demised by the trustees on 8th April 1803, to Henry Sharpe for a term of 21 years from Lady-day preceding, at the annual rent of 5*l.*, and on 13th August 1821, (being three years before the expiration of the above-mentioned lease), another lease was granted to him for the term of 20 years from Lady-day preceding, at the old rent of 5*l.* for the three first years, and at the rent of 10*l.* for the remainder of the term. And it was covenanted that the lessee should be at liberty to convert the whole into garden-ground, and at the expiration of the term to pull down any building he might have erected, and to take away the materials, or be allowed the value thereof, to be ascertained by two indifferent persons; but he was restrained from taking away any fruit or other trees which he might plant.

This land is described in a plan on the margin of the last lease, as containing 100 yards and six inches, in length from north to south on the east side, and 98 yards two feet on the west side, and 46 yards one foot six inches from east to west on the south, and 51 yards six inches on the north side. From the admeasurement made of it, at the time of the exchange, it was found to contain three roods and 39 perches. It is bounded on the north and west by a brook, which gives a quality of coldness to the land, and exposes it to occasional floods; and under all the circumstances the rent of 10*l.* is considered as a fair value, although being used as garden-ground it might have produced a higher rent if it had been free from those disadvantages.

The land received in exchange was demised by the vicars and churchwardens of the two parishes as trustees of the charity of George Webb, to William Tibbitts, esq. for seven years from Michaelmas 1803, at the yearly rent of 13*l.*

No subsequent lease has been granted of this land, but Mr. Tibbitts has continued to hold from year to year since the expiration of the term. At Michaelmas 1811 his rent was raised to 21*l.* a year, at which he now holds.

This land is described in the lease above mentioned as containing by estimation four acres. Mr. Tibbitts has underlet a small part of it, containing about one fourth

one fourth of an acre, which is occupied as a wheelwright's yard, and has built upon the other part of the field a substantial stable and cart-house.

The rents derived from the premises belonging to this charity, after a payment of 16s. for land-tax, 1s. 6d. for receipt-stamps, and the expense of the annual dinner of the trustees, which will be specified below, have been applied in the apprenticing of children who have been usually taken from the three parishes pointed out by the testator, in the order of three from St. Mary, two from St. Nicholas, and one from Maxstoke; but this order appears to have been occasionally departed from, probably in consequence of the want of proper objects for the charity in the parish whose turn it was to supply the apprentice. The premiums given have been usually 5*l.* till the year 1803. They were then increased to 8*l.*, in 1805 to 10*l.*, and in 1818 to 15*l.*, and in 1824, they were reduced to 12*l.*

In general an apprentice has been put out every year, but with some exceptions; and in other years, owing to the accumulations which have arisen from the omission of apprenticing in preceding years, and of the payments directed to be made by the donor to the apprentices at the end of their term of service, a greater number of apprentices than two have been put out.

The apprentices are recommended by the churchwardens of the respective parishes, and the indentures are executed by the vicars and churchwardens of the two parishes of Warwick, and by the honest men. The charges for the indentures, which are 16*s.* each, are paid out of the trust-funds.

Payments are made to the apprentices at the termination of their service, as directed; the sums thus paid were 5*l.* to each apprentice till the year 1807, when they were raised to 7*l.* each. Some omissions of these payments appear in the accounts, which are supposed to have been occasioned, either by the death or misconduct of the apprentice.

Annual meetings of the trustees have been held, with two or three exceptions, down to the year 1820, on which occasion the 1*l.* allowed by the founder to be expended for a dinner has been gradually increased to above 4*l.* Between August 1820, and June 1824, no meetings of the trustees took place, nor has any taken place since the latter period.

It appears to us that the annual meetings directed by the founder, and which till lately, had been regularly held, ought not to be discontinued or intermitted, and that the expense attending those meetings should be kept as nearly as possible, consistently with the alteration in the times, within the limit prescribed by the founder.

At the time of our inquiry in August 1826 there was a balance in the receiver's hands of 21*l.* 4*s.* 2*d.* out of which remained to be paid the premium and indenture for an apprentice about to be nominated from Maxstoke.

LANE'S CHARITY.

Richard Lane, of Warwick, alderman, by Will, dated 2d December 1723, devised all his messuages, lands, tenements and hereditaments, situate in the borough of Warwick, and in Harbury alias Harberbury, in the county of Warwick, to Francis Smith and Stephen Heath, both of Warwick, and William Grove of Coventry, their heirs and assigns, in trust, to pay out of the rents and profits of his said estate, 5*l.* yearly, for the yearly putting forth as an apprentice a poor boy of the said borough, whose parents should be of the established religion of the Church of England, or that such boy should have been therein educated, and frequently attended the service of the said church; and after the end of the first seven years next after the death of the testator, the sum of 5*l.* more every year, to pay and give to such boy so from time to time put out, and who should have faithfully served his apprenticeship, therewith to enable him the better to follow his trade and business; but if there should want such boys to be so yearly placed out, or that such boy so placed out should not live to the end of his apprenticeship, or should so misbehave himself in service as not to be entitled to receive the said 5*l.*, in such case he willed the said sum should from time to time be disposed of in such charity as his said trustees should think most meet; and he willed, that his trustees should be reimbursed out of the premises all the expenses and charges at law, or otherwise, that they might be put to in the execution of that trust, and subject to these payments, he gave all the said premises to the use of or in trust for his two daughters, and their heirs.

Warwick.

Webb's Charity,
continued.

Lane's Charity.

Warwick.

Lane's Charity,
continued.

By a codicil he directed that William Dadley and John Fairfax should act in conjunction with his trustees named in the will as to the disposition of the charity, and that as one or more of his trustees should die others should be by the majority of the survivors chosen in the room or stead of such dying.

The last trust-deed respecting this charity is a deed-poll, under the hand and seal of George Cattell, of the borough of Warwick, esquire, dated 30th May 1809, whereby, after reciting the will of the said Richard Lane, and several successive appointments of trustees, the said George Cattell, being the survivor under the last preceding appointment, nominated and appointed Charles Gregory Wade, John Bird, John Edwards, William Mallory, Thomas Woods Weston, and Edward Hughes, all aldermen of the said borough, instead of the deceased trustees, to execute along with him the said George Cattell the trusts contained in the will and codicil of the testator.

This is the form in which all the appointments have taken place.

Of the trustees named in the last appointment Mr. Hughes, Mr. Edwards, and Mr. Weston now survive.

The rentcharge of 10*l.* is received from Mr. Edward Sabin, the owner of an estate at Harbury, which is understood to have been formerly the property of the testator. There is no property in Warwick now known to have belonged to him.

The annuity was regularly applied to the purposes pointed out by the will of the donor to a late period. Mr. Cattell, the trustee, who had had the principal management of the charity, died in 1818, and on the audit of his account by the surviving trustees, it was found that in February 1818 he had a balance in hand of 7*l.* 19*s.* 8*d.* and that there were three years annuity due. Two payments of the annuity have since been received, one in February 1821 of 60*l.* for six years, due on the 12th of that month, and another on the 1st May 1824 for three years, due 1st February then last. Within the same period one apprentice was put out in 1822, and two payments were made to apprentices on the expiration of their apprenticeships, one in 1819, the other in 1823, which left a balance in hand, at the end of 1824, of 81*l.* 19*s.* 8*d.* From this balance three apprentice-fees of 5*l.* each have been paid in the year 1825, and one of 5*l.* in 1826, by Mr. Alderman Hughes, one of the present trustees, who undertook the management of the charity about that period. The balance remaining in hand, at the time of our inquiry in August 1826, was 61*l.* 18*s.* 8*d.* and there were two years annuity due to the 1st February in that year.

Mr. Hughes states, that since he has had the management of this charity no application for an apprentice fee has been refused, but the sum is so small that it is not in general sufficient in itself to procure an eligible master, and the sum is therefore usually given in conjunction with one of the other apprenticing charities. The boys apprenticed are taken from the borough at large.

The annuity when received is paid into the bank of Messrs. Whitehead and Co., and the balances remain in their hands.

It is proposed to apply this balance as far as practicable in putting out an increased number of apprentices, reserving what may be necessary for making the donations of 5*l.* to each at the end of their apprenticeships.

DELVES'S CHARITY.

Delves's Charity.

By Indentures of Lease and Release, dated 10th and 11th April 1727, the latter being tripartite, and made between Sir Thomas Delves, of Dodington, in the county of Chester, bart. and Dame Rhoda, his then wife, of the first part; John Broughton, esq., John Hollister, esq., and James Wright, esq., of the second part; and Thomas Boothby Skrymsher, esq. and John Bird, gent., of the third part, for the considerations therein mentioned, the said Sir Thomas granted and released to the said parties of the second part, and their heirs, all his manors, lands, and hereditaments in the said county of Chester, upon the several trusts therein mentioned, and particularly as to part of the said manors, lands, and premises, from and after the decease of the said Sir Thomas without issue male, upon trust, among other things, within 16 years after the decease of the said Sir Thomas, to raise and pay the sum of 1,000*l.*, to be laid out by the said trustees in the purchase of lands of inheritance in the county of Warwick, to be settled on such trustees as the said parties of the second part, or the survivors or survivor of them, should think fit, to the intent that one half of the

rents

rents and profits of the said lands so to be purchased should be applied by the vicar, churchwardens, and overseers of the poor of the parish of St. Mary in Warwick, in placing out poor children of that parish apprentices, and in clothing them, and in setting them up in trades, and in clothing or otherwise relieving poor, ancient and needy persons of that parish, or for such and so many of those purposes as the vicar, churchwardens, and overseers of the poor of that parish for the time being should think fit, and that the other half of the rents and profits of the said premises should be applied for the like purposes in the parish of St. Nicholas in Warwick; and the yearly sum of 30*l.* was thereby directed to be raised and paid from the death of the said Sir Thomas for the same purposes until the said 1,000*l.* should be raised; and also upon trust to raise and pay the like sum of 1,000*l.*, to be laid out by the said trustees in the purchase of lands, to be settled on trustees, in trust, that the rents and profits thereof should be applied in teaching and clothing poor children belonging to the parish of Wybunbury, and 30*l.* a year to be applied for the same purposes till the said 1,000*l.* should be raised.

By other Indentures of Lease and Release, dated 5th and 6th May 1749, the latter being tripartite, and made between John Turton, son and heir, and sole executor of Elizabeth Turton, of the first part; Richard Wright, son and heir of Thomas Wright, deceased, of the second part; the Earl of Warwick, Lord Viscount Hillsborough, the Right Rev. Isaac Lord Bishop of Rochester, the Right hon. Thomas Lord Archer, Sir Bryan Broughton Delves, bart. heir-at-law of Sir Thomas Delves, bart. deceased, Henry Archer, of the borough of Warwick, Matthew Wise, Edward Willes, serjeant-at-law, Henry Wise, James Wright, John Wise, Edward Tart, clerk, vicar of St. Mary, in the said borough of Warwick, and William Greenwood, D.D. vicar of St. Nicholas, in the said borough, and the vicars of St. Mary and St. Nicholas, in Warwick, for the time being, of the third part; after reciting the said indentures of lease and release above abstracted, and also reciting that the said Sir Thomas Delves had died without issue by the said Dame Rhoda, but leaving Dame Elizabeth Broughton, his only daughter by his first wife, his heir-at-law; and further reciting, that by a decree in Chancery, made 13th July 1734, in certain causes then there depending between the said John Hollister and the said James Wright and Mary his wife, plaintiffs, and the said Dame Elizabeth Broughton, Dame Rhoda Delves, and others, (including the vicars, churchwardens, and overseers of the poor of the said parishes of St. Mary and St. Nicholas, in Warwick, and the churchwarden of the parish of Wybunbury,) defendants, and between the said Dame Elizabeth Broughton, plaintiff, and the said James Wright and others, defendants; it was, amongst other things, ordered, that the said deed of 11th April 1727 should be established, and the trusts thereof performed; and that it should be referred to one of the Masters of the said court to take an account of what was then due to any of the parties under that deed; and that the rents and profits of the trust-estate should be applied to pay what was then due, or thereafter should become due to any of the parties; and that the said Master, by his report, dated 10th July 1735, certified the sum of 210*l.* to be then due for the 30*l.* per annum directed to be raised for the benefit of the said parishes of St. Mary and St. Nicholas, and the like sum to the charity, to the town of Wybunbury; and on the hearing of that report on 8th August 1735, it was ordered that the several sums reported due to the charities should be invested in the purchase of South Sea annuities, in the name and with the privity of the Accountant-General, to be placed to the account of the first-mentioned cause for the benefit of the said charities, subject to the order of the said Court; and that the Master had by his subsequent report, dated 25th February 1742, certified that he had laid out the same in the purchase of 374*l.* 11*s.* 8*d.* South Sea annuities; and that there were 240*l.* more then due to the said charity to the said parishes in Warwick, for the arrears of the said 30*l.*; and that on the 4th September then next, the principal sum of 1,000*l.* by the said recited deed directed to be raised for the benefit of the said parishes of St. Nicholas and St. Mary, would become due and payable, as also the sum of 30*l.* for one year's payment of the said 30*l.*, directed to be raised for the benefit of the said parishes in Warwick; and that the like sums were then and would become due to the said parish of Wybunbury; and further reciting, that by another order made in the said causes, on

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Delves's Charity,
continued.

Warwick.

Delves's Charity,
continued.

hearing the petition of the said Sir Bryan Broughton, dated 18th April 1743, it was ordered that the said Sir Bryan Broughton should on or before the 4th September then next pay into the Bank of England, with the privity of the Accountant-General the said two sums of 1,000*l.* a-piece provided by the said settlement of 11th April 1727; and also the several sums that had and should become due on or before the said 4th September upon account of the said several annuities of 30*l.* a year by the said settlement directed to be paid as before mentioned, to be there placed to the credit of the first cause, subject to the further order of the said Court; and the said two principal sums of 1,000*l.* were to be laid out in one or more purchase or purchases of lands, with the approbation of the said Master, in the names of trustees, to be by him approved, upon the trusts, and for the charitable uses directed by the said settlement; and any of the parties were to be at liberty to propose schemes for the appropriating of the several sums of money that had incurred or should incur due for the said respective sums of 30*l.* a year, directed by the said settlement, to be paid; as also for the establishment and regulation of the said respective charities; and further reciting, that the said Sir Bryan Broughton, in pursuance of the said last-mentioned order, had paid into the Bank the sum of 2,540*l.* which was placed to the account of the said Accountant-General, for the benefit of the said charities, one moiety whereof belonged to the charity to the said parishes of St. Mary and St. Nicholas; and also reciting, that the said Master, by another report, certified that in pursuance of the said order a scheme had been proposed before him for the application of the several sums of money due for the 30*l.* a year, and also for the establishment and regulation of the said charities, to wit, the said vicars, churchwardens and overseers of the poor of the said parishes of St. Mary and St. Nicholas, proposed that one moiety of the sum of 374*l.* 11*s.* 8*d.* South Sea annuities, which was purchased as above mentioned, should be forthwith sold for the best price that could be got, and that the money arising thereby, and all the dividends and produce thereof, together with the sum of 240*l.* which had incurred due, and the further sum of 30*l.*, which should incur due on the 4th September, should be paid in manner following, viz. the sum of 140*l.*, part thereof, in placing out 20 poor boys belonging to the said parish of St. Mary to be apprentices, and in clothing them, after the rate of 5*l.* for placing out each apprentice, and 2*l.* for clothing them; and the sum of 35*l.* other part thereof, in placing out 10 poor girls belonging to the said parish of St. Mary, to be apprentices, after the rate of 2*l.* for placing out each apprentice, and 1*l.* 10*s.* for clothing them; and the sum of 40*l.*, other part thereof, in setting up eight poor apprentices belonging to the parish of St. Mary in trades, after the rate of 5*l.* for each; and the residue thereof in clothing or otherwise relieving poor ancient and needy persons of the parish of St. Mary, not receiving alms from the said parish, after the rate of 20*s.*, to each person, as far as the same would extend; and that the like sums should be applied in like manner and for the like purposes, and after the same rate and proportion, by the vicar, and churchwardens and overseers of the poor of St. Nicholas, in placing out 20 poor boys and 10 poor girls to be apprentices, and in clothing them, and in setting up in trades eight poor apprentices, and in clothing or otherwise relieving poor ancient and needy persons of the said parish of St. Nicholas; and that the children so to be put out apprentices, and all the persons so to be set up in trade, and all the ancient people so to be relieved by these charities, should be nominated by the several vicars, churchwardens and overseers of the poor of the said respective parishes, or the major part of them. And it was further proposed, that a true, just, and exact account should be severally made up by the respective vicars, churchwardens and overseers of the poor of the said parishes of St. Mary and St. Nicholas, setting forth the names of the several poor children placed out apprentices and clothed, and the names of their respective masters and mistresses, and also of the several poor persons so set up in trades, and also the names of the several poor ancient and needy people so clothed or otherwise relieved by them respectively, and the particular sums so given or applied for clothing, or otherwise relieving each of such poor persons; and that such account should be publicly read by the respective vicars in each of the said churches of St. Mary and St. Nicholas in Warwick, on Easter-Tuesday, between the hours of three and four of the clock in the afternoon, to such of the inhabitants of the said parishes respectively as should be there

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continued.

present; and the said vicars, churchwardens and overseers of the poor of the said parishes of St. Mary and St. Nicholas aforesaid, further proposed, that as soon as the principal sum of 1,000*l.*, given to the said parishes of St. Mary and St. Nicholas should be invested in one or more purchase or purchases of land, one half of the rents and profits of the lands so purchased, and in the mean time one half of the interest and produce of the said 1,000*l.* should be paid to and applied by the vicar, churchwardens and overseers of the poor of the said parish of St. Mary for the charitable purposes before mentioned, and disposed of in the manner aforesaid; and that the other half of the rents and profits, or interest and produce, should be in like manner paid and applied by the vicar, churchwardens, and overseers of the poor of the said parish of St. Nicholas, to the charitable purposes aforesaid; and that a true, just, and exact account of the rents and profits of such lands, or of the interest and produce of the said sum of 1,000*l.*, and how, when, and to whom, the same should be applied or disposed of, should be yearly entered in a book, to be by them kept for that purpose; and that they should be publicly read by the respective vicars in each of the said churches on Easter-Tuesday, yearly, between the hours of three and four of the clock in the afternoon, to such of the inhabitants of the said parishes respectively as should be there present. And it was further proposed, that any of the inhabitants of the said parishes respectively should be at liberty to inspect, and take copies of any of the accounts, relating to this charity from time to time, at their own expense, as they should think proper, which said scheme the said Master conceived to be just and reasonable, and therefore approved of the same. And further reciting, that the said report was confirmed, and the said scheme ordered to be carried into execution by an order of the Court made 2d August 1743, whereby it was further ordered, that one moiety of the sum of 348*l.* 19*s.* 9*d.* South Sea annuities, then standing in the name of the Accountant-General, should be sold, and that the same, together with one moiety of the dividends and produce of the said South Sea annuities, and also a moiety of the sum of 25*l.* 11*s.* 11*d.* annihilation-money, which was then in the Bank, and also the sum of 270*l.* part of the cash in the Bank, should be paid to the vicars, churchwardens, and overseers of the said parishes of St. Mary and St. Nicholas, in equal moieties; and that the said several sums when received should be applied according to the said report; and that the same had been since received and applied accordingly. And further reciting, that there was then in the Bank belonging to the said charities given to the said parishes of Warwick the sum of 1,003*l.* 9*s.* 10*d.*, whereof 1,000*l.* had been proposed to be laid out in the purchase of the premises after mentioned; which said premises had been theretofore conveyed by the said Thomas Wright, deceased, and the said Richard Wright to John Martin, and his heirs, by way of mortgage, and had been subsequently conveyed by the said John Martin to the said Elizabeth Turton, and her heirs, by way of mortgage, subject to redemption on payment of 800*l.* with interest, and were then become vested in the said John Turton, as heir-at-law of the said Elizabeth, and who as executor of her will was likewise entitled to the said principal sum of 800*l.* and the interest due thereon; and that the said Thomas Wright being dead, the equity of redemption in the said premises was wholly vested in the said Richard Wright, the son: And further reciting, that by another report, dated 5th April 1749, the said Master had approved of the said premises, being of the yearly value of 45*l.* or thereabouts, as a proper purchase, wherein to invest the money, belonging to the said charity, given to the two parishes of St. Mary and St. Nicholas, and conceived that a good title could be made to the said premises by the said John Turton, the mortgagee, and the said Richard Wright, the surviving mortgagor of the said premises; and that the said Master had approved of the said Earl Brooke, and other the parties to that indenture of the third part, to be the trustees, to whom the said premises should be conveyed in trust: And that by another order made in the said causes, dated 10th April 1749, it was ordered, that the said Master's report should be confirmed, and that the said sum of 1,000*l.*, part of the said cash in the Bank, should be paid to the said John Turton and Richard Wright as follows, viz. 866*l.* to the said John Turton, being what would be due to him for principal and interest on his said mortgage on the 8th May then next, and 134*l.* to the said Richard Wright, upon the said John Turton and Richard Wright conveying

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Delves's Charity,
continued.

the said premises to the said parties to that indenture of the third part, in trust, to apply the profits thereof, according to the scheme stated by the said Master's report of 9th July 1743, by such conveyances as the said Master should for that purpose approve; *It was witnessed*, that in consideration of the sum of 866*l.* to the said John Turton paid, and of the further sum of 134*l.* to the said Richard Wright paid, making together the sum of 1,000*l.*, the said John Turton, paid, at the request and by the direction and appointment of the said Richard Wright, thereby granted, released, and confirmed, and the said Richard Wright ratified to the said parties of the third part, a barn, with the appurtenances, situate in the parish of Budbrooke, in the county of Warwick, and four closes, having been formerly but three closes, with the appurtenances, adjoining or near to the said barn, called by the name of Baxter's Leasowes, and lying in the said parish of Budbrooke, and then divided into four parts, called by the several names of the Gate Close, the Close adjoining to the Gate Close, the Five Acres, and the Barn Close, and all hovels, pens, and buildings on the said lands erected and being, and all woods, &c., to hold to the said grantees, their heirs and assigns, to the only use and behoof of them, their heirs and assigns, and of the said Edward Tart and William Greenwood, the said vicars of St. Mary and St. Nicholas, and their successors for ever, upon trust, from time to time and at all times for ever thereafter, to pay employ and dispose of the rents and profits of the said premises to such charitable purposes within the said parishes of St. Mary and St. Nicholas, and in such manner, as was and were in that respect mentioned and expressed, in the scheme contained in the report of the said Master above recited.

The foregoing abstracts were taken from a new Trust Deed of the 22d August 1771. Two subsequent renewals of the trusts have taken place, the one by Indentures of Lease and Release of 1st and 2d January 1779, and the other by similar indentures of 14th and 15th August 1820, by which latter the premises were vested in the Earl of Warwick, the honourable Major-General Sir Charles James Greville, the honourable Robert Fulke Greville, Charles Porter Packwood Bertie, Bertie Greathed, esq., William Staunton, Charles Mills, Henry Wise, Matthew Wise, Thomas Cattell, Samuel Edward Steward, George Boswell, Kelynge Greenway, Charles Wake, and George Cattell Greenway, their heirs and assigns, and John Boudier and Arthur Savage Wade, vicars of St. Mary and St. Nicholas, and their successors, for ever, upon the trusts of the former deeds.

These premises, consisting at present of a barn (one end of which has been converted into a small dwelling-house), and other out-buildings, and four closes adjoining, containing by estimation 36*a.* 2*r.* 19*p.* are now in the occupation of Joseph Parker, as yearly tenant, at the annual rent of 110*l.*, which appears to be a fair rent. Mr. Parker took possession of this land at Michaelmas 1813, at the annual rent of 156*l.* but this rent appears to have been very high, and the tenant found it difficult to make his payments regularly. The trustees, in consequence, consented to reduce the rent to its present amount, by a resolution of the 13th December 1823.

Out of this rent an allowance of 4*l.* a year is made for land-tax; 2*l.* 2*s.* is paid to the receiver; and 1*s.* 6*d.* for receipt-stamps; and the residue, being 103*l.* 16*s.* 6*d.*, is carried by the receiver in equal moieties to the credit of the two parishes of St. Mary and St. Nicholas; which moieties are disbursed by him under the directions of the respective vicars, churchwardens, and overseers of those parishes, in paying premiums of apprenticeship for poor children of the respective parishes, and in the charges of preparing the indentures. The premiums given with each apprentice are now 10*l.* and the charge for the indentures 16*s.* The apprentices are nominated by the vicars, churchwardens, and overseers of the respective parishes, who send to the receiver the order to pay the premiums and prepare the indentures. At the time of our inquiry in August 1826 there were balances in the receiver's hands of 3*l.* 0*s.* 4*d.* on account of St. Mary's parish, and 12*l.* 14*s.* 4*d.* on account of St. Nicholas's.

An annual meeting of the trustees is held on Easter-Tuesday, at which the receiver's accounts are audited.

ANN JOHNSON'S CHARITY.

Warwick.

Ann Johnson's
Charity.

By Indentures of Lease and Release, dated 5th and 6th March 1732, between *Ann Johnson*, widow of William Johnson, deceased, and devisee of his real estate of the one part, and Thomas Bree, M. D., Francis Smith, and James Fish, of the other part, the said Ann Johnson granted and released to the parties of the second part, and their heirs, all those messuages or tenements adjoining, together with their appurtenances, situate in or near Smith-street, in the parish of St. Nicholas, in Warwick, on the north side of the said street, in one of which the said Ann Johnson then dwelt, with all houses, outhouses, &c. thereto belonging, and all other the messuages, lands, tenements, and hereditaments whatsoever, wherein she had any estate of inheritance, to hold to the said grantees, their heirs and assigns, to the use of her the said Ann Johnson, for the term of her natural life, and after her decease, to the use of the said grantees, their heirs and assigns, upon trust, that they should from time to time for ever, duly lay out and apply all the rents and profits thereof in clothing or otherwise relieving poor ancient and other needy persons of the parishes of St. Mary and St. Nicholas, within the said borough, and also in placing out poor children of both or either sex, belonging to those parishes, to be apprentices, and in clothing such apprentices, and assisting them in or towards setting them up in their respective trades, when they should be out of their apprenticeship, or for such or so many of those purposes as the said trustees, their heirs and assigns, or the major part of them, should from time to time in their discretion think fit; and it was thereby declared that such poor persons, and poor children of the said respective parishes as should want most, or deserve best, should be from time to time first considered and provided for; and that all and every person and persons who should partake of that charity should be of the Communion of the Church of England, as by law established; and that in case the said rents and profits should not in any one year be wholly laid out and disposed of for the respective purposes before directed, the balance thereof should be carried into the next year's accounts, and so likewise, in case in any year there should happen to be more laid out, for the purposes aforesaid, than the clear rents and profits should amount to in such year, then such deficiency should be supplied, out of the rents and profits of the next ensuing year. And it was further declared, that the said trustees should annually make up and state such their accounts, and make two fair copies thereof besides what they should want for their own use, and sign and subscribe their several names in testimony of the truth thereof, and deliver one of those copies to the vicar, churchwardens, and overseers of the poor of the said parish of St. Mary, or some or one of them, and the other to the vicar, churchwardens, and overseers of the poor of the said parish of St. Nicholas, or some or one of them, at some public parish-meeting of each of those parishes, to be kept among the public parish-writings of each parish, under the care of the vicar and parish-officers respectively, to the end that the same might be seen and resorted to as occasion might require: and for the better execution of the said trusts, it was thereby declared, that it should be lawful for the said trustees, at any time after the decease of the said Ann Johnson, to add other trustees by a proper conveyance if they should think fit; and also for the better execution of the said trusts, as the trustees thereof should by death or otherwise be reduced to two, new trustees should be added by a proper conveyance, the charges whereof should be paid out of the said trust-estate.

The said Ann Johnson by her Will, dated 8th March 1732, reciting the deed above abstracted, ratified, and confirmed the same, and gave to the said Thomas Bree, Francis Smith, and James Fish, all her leasehold estates, and her goods and chattels, and all other her personal estate, upon trust, as soon as conveniently might be after her decease, to sell the same, and after payment of her debts, legacies, and funeral expenses, to lay out all the residue of the money arising from such sale, in one or more purchase or purchases of freehold lands of inheritance, lying within the said county of Warwick, and settle the same upon themselves and their heirs, and such other person or persons as they should think fit, to and for the same charitable uses and purposes, as were contained and declared in the indenture above abstracted, and under and subject to such methods, directions, and declarations as were in the said indenture expressed, touching her real estate.

Warwick.

Ann Johnson's
Charity,
continued.

By Indenture, dated 10th May 1806, between Robert Miller, of Warwick, clerk, and Charles Gregory Wade, esquire, of the one part, and Charles Porter Packwood, the Rev. Hugh Laugharne, clerk, John Tones and John Bird, all of the said borough, of the other part, after reciting the said indentures of lease and release, and also the said will, as above abstracted; and further reciting that the said trustees thereby named some time after the decease of the said Ann Johnson, purchased of one Thomas Lees a messuage or tenement, with the farm and appurtenances, and several closes of arable, meadow and pasture-ground to the same belonging, commonly called Hogbrook Farm, being a freehold estate of inheritance situate in the parish of Bishops Tachbrooke, in the said county of Warwick; and further reciting various successive renewals of trust, by the last of which, dated 8th and 9th January 1783, the parties to that indenture of the first part were added to the former trustees, whom they had since survived, and they were desirous of adding other trustees, and had for that purpose nominated the parties of the second part, who had agreed to accept of the said trust; It was witnessed, that they the said parties of the first part did thereby add, nominate, and appoint the said parties of the second part, new trustees, and did thereby bargain, sell, release, and confirm to them, their heirs and assigns, the said messuages, tenements, farm-closes, and premises, to hold to them, their heirs and assigns, to the use of the said parties of the first and second parts, their heirs and assigns, for ever, upon the trusts, and subject to the directions and declaration before expressed and declared.

The purchase-deed above referred to is not now found among the documents of the charity. It appears, however, from the accounts of the charity, commencing in the year 1733, that the sum of 2,424*l.* 9*s.* 5*d.* which had been realized from the sale of the testatrix's leasehold and personal estate, was laid out under the sanction of a decree in Chancery in the year 1737 in the purchase of the farm called Hogbrook, mentioned in the indenture last above abstracted; viz. 2,359*l.* 1*s.* 0*d.* for the purchase, and 65*l.* 8*s.* 5*d.* for law expenses, incurred in the proceedings in Chancery, and in the conveyance.

An old plan without date describes Hogbrook Farm as consisting of 18 several closes, containing together 203*A.* 1*R.* 4*P.* besides the homestead and orchard. This is still understood to be the correct quantity.

This farm is now held by Samuel Blakeman, as yearly tenant, at the annual rent of 170*l.* He has held at this rent since Michaelmas 1819, having previously held at the rent of 200*l.* from Michaelmas 1812. The present rent is considered as a heavy one, and from the difficulty experienced by the tenant in paying it, there was an arrear of three years due, at the time of our inquiry in August 1826. The trustees had it therefore in contemplation to make an abatement on the future rents, and also to make him an allowance for three past years of extraordinary pressure, in conformity to a promise made him at the time, to that effect, by the late treasurer and trustee, Mr. Wade.

Of the houses in Smith-street, which were conveyed by the deed of 1732, one is held by Mrs. Landor, as yearly tenant, at the annual rent of 60*l.*, one other by William Salloway, also as yearly tenant, at the annual rent of 8*l.* A third by Joseph Robinson, as yearly tenant, at the annual rent of 4*l.* 10*s.* The two last, which originally formed but one, were divided into two, many years ago. A stable-yard, with a shed and stable therein, are held by Mrs. Elizabeth Hudson as yearly tenant, at 16*l.* per annum, making a total rental of 258*l.* 10*s.*

These rents are the fair value of the respective premises. The buildings are all old, and the expense of repairs is considerable. These expenses are borne by the trustees, except as far as relates to Mrs. Landor's house, a large part of which is borne by herself.

After deducting these expenses, and the further expense of insurance, being now 5*l.* 10*s.* per annum, land-tax 12*l.* 3*s.* per annum, and an allowance of 1*l.* 1*s.* for entering and copying the accounts, and a sum of 2*l.* 12*s.* which is paid to each of the parishes for the purchase of bread, with occasionally a sum of from 5*l.* to 10*l.* as a premium for an apprentice, the residue, minus a small balance, which is kept in the hands of the treasurer, is divided among the trustees

trustees in equal parts, to be by them distributed among the poor of the two parishes, in their discretions, as directed by the will. These respective portions are consequently distributed by them among the most needy poor of the two parishes, in sums of money varying from 5 s. to 1 l., and in some few instances 2 l. 3 l. and 5 l. The names of the persons, thus relieved, are registered in a book kept for that purpose. The accounts appear to have been annually audited on the 1st of December, with the exception of the year 1824, when an intermission occurred, in consequence of the illness of Mr. Wade the then treasurer. At the audit on 1st December 1825, there was a balance in hand of 7 l. 10 s. 7 d., the sum distributed in that year being 120 l. No distribution had taken place in the year 1824, in consequence of the non-payment of Blakeman's rent.

The 2 l. 12 s. for bread-money to each parish is paid to a baker, by whom the bread is sent to the respective churches on Sundays, where it is distributed in twopenny loaves to six poor persons of each parish, selected by the respective vicars and churchwardens.

Warwick.

Ann Johnson's
Charity,
continued.

SMITH'S CHARITIES.

By Indenture, dated the 14th April 1652, between Rowley Ward, serjeant-at-law, only surviving feoffee of the lands and tenements devised by *John Smith*, late of Sherborn, clerk, deceased, for the charitable uses after mentioned, of the one part, and John Cowper, Francis Eade, Robert Heath, George Harris, Thomas Craine, Edward Ley, George Weale, Jacob Harmer, John Davies, and Thomas Bolding, of the other part, reciting that the said John Smith, by deed of feoffment in his lifetime had enfeoffed the said Serjeant Ward, and Thomas Cowper, and John Savidge, since deceased, of and in a meadow called Eaves Meadow, lying within the manor of Knowle, of the yearly value of 5 l. 6 s. 8 d., which said feoffment was intended to be to such uses as the said John Smith should by his Will appoint; and that the said John Smith afterwards by his will, dated 24th December, 22d James I., devised and desired that the rents and profits of the said meadow should after his decease be weekly, upon every Sunday, bestowed in bread, and distributed to and amongst 24 poor people, that is to say, 12 poor people of the parish of St. Mary, and 12 poor people of the parish of St. Nicholas, and that the same should be for ever distributed by 12 d. a week to either of the said parishes, among the neediest poor people, at the discretion of the overseers of the poor of the said parishes for the time being; and after reciting that he had surrendered a messuage and cottage with the appurtenances, situate in Knowle, and the customary lands and premises to the same belonging, containing 24 acres at the least, being of the value of 11 l. per annum, into the hands of the lord of the said manor to the use of his will, the said testator further declared it to be his will and desire that the inheritance thereof should be to the said Serjeant Ward, Thomas Cowper, and John Savidge, or to such of them as the said Serjeant Ward should think fit, and their heirs, the rents and profits whereof he directed should be for ever, after the death of his wife, employed and disposed of for the buying and making up of 10 gowns yearly against the feast of Christmas, to be bestowed upon 10 poor men of the parish of St. Mary in Warwick, such as his said trustees and their successors should think fit; and it was his desire that the rent of the said copyhold premises, being then 11 l. per annum, should never be raised, but should continue at 11 l. per annum, and that Robert Weston, the then tenant, and his children and posterity which should succeed, should never be put forth from the same, but always continue the possession thereof, paying the said yearly rent duly from time to time, to and for the purpose aforesaid, and not otherwise; and he further expressed his will that all chiefrents and other payments for or in respect of the said freehold or copyhold lands, should be from time to time satisfied and discharged with and out of the rents and profits thereof respectively; and he further willed, that there should be from time to time two persons feoffees and trustees at the least, estated and interested in fee of and in the said free lands and copyhold lands, to and for the purposes aforesaid; and that after the decease of the said Serjeant Ward, and of the said Thomas Cowper and John Savidge, which of the two should first happen to die, the bailiff of the town of Warwick for the time being should within one month next ensuing nominate and appoint such other sufficient person as he should think fit, to be a feoffee or a trustee as aforesaid, to take upon him the

Smith's Charities.

Warwick.

Smith's Charities,
continued.

joint estate, charge and trust of the said premises, and the employment of the rents and profits thereof, with the survivor of the said Serjeant Ward, Thomas Cowper and John Savidge; and reciting, that the said Serjeant Ward being aged, and desirous of settling the said premises on such persons as would perform the will and intent of the testator, whose wife was yet living, and enjoyed the rents of the said copyhold premises, and the charitable use concerning the gowns was until her death to be suspended; nevertheless the said Serjeant declared that he was ready to make any surrender of the said copyhold lands to such persons and their heirs as he should think fit to be intrusted, for the maintenance of the said charitable uses, and for the better manifestation of his purpose therein, thought it requisite to nominate the persons to whom he should be ready to make such surrender, viz. the parties of the second part, being 10 in number, and their heirs; and as touching the said freehold lands, he thereby intended to settle the same, upon the persons and in manner thereafter mentioned; it was witnessed that the said Serjeant Ward did thereby grant, enfeoff and confirm unto the said parties of the second part, and their heirs, the said meadow called Eaves Meadow, with the appurtenances, of the yearly rent of 5*l.* 6*s.* 8*d.*, to hold to them and their heirs, to the use of him the said Serjeant Ward during his life, upon the trusts aforesaid; and after his decease, then to the use of the parties of the second part, their heirs and assigns, upon trust, to perform and observe the weekly distribution of the bread, intended for the neediest poor of the several parishes, for their relief in such sort as aforesaid, as also for the clothing of the said poor with gowns, by the profits of the said copyhold lands, after the decease of the wife of the said John Smith, and for all the uses in the said will mentioned.

Charity for clothing.—The first surrender of which any entry is found upon the Rolls of the manor of Knowle, of the copyhold premises devised by the will above recited, is a surrender, purporting to have been made on the 23d October 1744, by Henry Mander, to the use of John Stanton, John Richardson, Edward Croft, John Dadley, Isaac Twycross, John White, William Collins, and Nicholas Rothwell. The next surrender was made on the 30th January 1779 by Isaac Twycross, the survivor of the trustees above named, to the use of Joseph Eborall, esq. mayor of the borough of Warwick, of the said Isaac Twycross and of George Eborall, John Hands, Robert Moore, George Cattell, John Sharp, William Roe, Francis Hiorne, Charles Francis Greville, Charles Porter Packwood, John Michell, and Bernard Geary, (pursuant to the directions of the said Joseph Eborall the mayor,) who were thereupon admitted.

It appears among the facts of a case stated for the opinion of the Court of Common Pleas in the year 1790, (and of which a report is given in Henry Blackstone's Reports, vol. I. p. 447, under the title of *Roe dem. Eberall and others v. Lowe, Powell and Davis*;) that Robert Weston, the tenant mentioned in the will, his son, grand-daughter, and great-grandson, Thomas Weston Harper, successively enjoyed these copyhold premises during their respective lives, paying the rent of 11*l.* to the trustees named in the will, and the persons claiming under them as trustees for the time being: that the said Thomas Weston Harper having built a small house and shop on part of the said premises, by his will, dated the 4th March 1738, devised the said house and shop to his second son, John Weston Harper, his heirs and assigns, for ever, disburthened from the payment of the said rent of 11*l.* or any part thereof; and all the residue of the said premises he devised to his eldest son, Thomas Weston Harper, his heirs and assigns, for ever, he and they paying out of the same the said yearly rent of 11*l.*, according to the will of the said John Smith: that the said John Weston Harper entered upon the premises so devised to him, and died, leaving two daughters, Mary, the wife of John Bracknell, and Elizabeth, the wife of Thomas Parkes: and that in pursuance of an indenture, dated the 30th December 1777, a fine *sur conusance*, &c. of the said premises was duly levied, with proclamations, the uses of which were declared to be, as to one moiety of the premises, to such uses as the said John Bracknell and Mary his wife should appoint, and in default of appointment, to the use of them for their several lives, with remainder to the said Mary in fee; and as to the other moiety thereof, to the use of the said Thomas Parkes, and his son, Thomas Parkes the younger, by the said Elizabeth, (then dead,) in fee, as joint tenants, which last-mentioned moiety

moiety had been subsequently conveyed to the defendant *Davis* in fee ; and that the said premises thus devised to the said John Weston Harper were wholly in the parish of Hampton in Arden, but not within the manor of Knowle, and that it did not appear that they were held of any other manor :—

That the premises devised by the said Thomas Weston Harper to his eldest son Thomas Weston Harper, in 1738, as above mentioned, were by the latter devised in 1742 to his brother, William Weston Harper, in fee ; who devised the same in 1772 to his son, Thomas Weston Harper, in fee ; who after the death of his father entered upon the premises, and by lease and release, and a fine *sur comisance de droit come ceo*, &c. conveyed four closes thereof, containing about 13 acres, situate in the parish of Hampton in Arden, to the defendant *Lowe*, in fee, and that the said premises, and no part thereof, were within the manor of Knowle, and that it did not appear that they were held of any other manor :—

That as to the residue of the said premises, devised by the said William Weston Harper in 1772 to his said son, Thomas Weston Harper, they were situate in the manor of Knowle and parish of Solihull ; and that by indenture of the 13th April 1775, between the said Thomas Weston Harper, the devisee in the will of the said William Weston Harper, of the one part, and *Powell*, the defendant, of the other part, the said Thomas Weston Harper demised the said last-mentioned premises, consisting of a farm-house, buildings, garden, and upwards of 30 acres of land, for 21 years, under the yearly rent of 30*l.*, reserving to Ann Weston, the mother of the said Thomas Weston Harper, the use of a room in the dwelling-house : That by another indenture the said Ann Weston and the said last-mentioned Thomas Weston Harper, in consideration of 85*l.*, demised the said last-mentioned premises to the said Powell for the term of 2,000 years, charged with the payment of 11*l.* a year, to such persons, and to and for such uses, intents, and purposes, as were by the will of the said John Smith for that purpose mentioned and appointed, and under the rent of a pepper-corn, payable to the said Ann Weston and Thomas Weston Harper yearly : That Robert Weston and those deriving title under him were not, nor were any or either of them, ever admitted tenants of the said copyhold of the said manor of Knowle, of or for any part of the estate and premises, devised by the will of the said John Smith, nor ever made any surrender of any part thereof, to the use of any will or other instrument, and that by the custom of the said manor estates were passed from one to another by surrender, and admittance by will, and surrender to the use of it, or by descent, and by no other means whatsoever ; and estates-tail of lands or tenements were barred by surrender and admittance, and by no other means whatsoever.

Upon this case it was decided by the Court that a verdict must be entered for the defendants *Lowe* and *Davis* as to the premises in their respective occupations ; first, because no title was shown in any of the lessors of the plaintiff to the freehold lands, and, secondly, because the fine in one case, and the length of adverse possession in the other, would bar an ejectment ; but with respect to the copyhold premises in the occupation of *Powell*, it was held that a verdict should be entered for the lessors of the plaintiff on the first demise, viz. the trustees under the surrender of the 30th January 1779.

We are not informed whether any further proceedings at law or in equity took place, but we find, on reference to the court-rolls of the manor of Knowle, that on the 10th September 1794, Mary Weston (who was presented to be the sister and customary heir of Thomas Weston Harper, deceased,) was admitted tenant to the said copyhold premises, (described as the premises devised by the will of John Smith, dated 24th December 1625, to Rowley Ward, &c. upon certain trusts therein mentioned, and, subject thereto, to Robert Weston and his posterity,) to hold to the said Mary Weston, her heirs and assigns, subject to the trusts in the will of the said John Smith.

By virtue of several subsequent surrenders, the last dated the 7th March 1817, the premises are now vested in John Bott and his heirs, subject to a mortgage for 500*l.* to Thomas Marshall, and to the trusts of the will of John Smith, as the several surrenders have expressly declared.

The annual sum of 8*l.* 10*s.* is all that appears to have been received for several years past in respect of this charity ; the sum of 2*l.* being, as was stated, deducted for land-tax, and 10*s.* for a chief-rent.

It appears that the sum of 2*l.* deducted for land-tax is the sum that Mr. Bott pays for the land-tax upon the whole of his farm, which is assessed

Warwick.

Smith's Charities,
continued.

at the annual value of 60*l.* The sum, therefore, which he is entitled to deduct from the annuity of 11*l.* in respect of this tax, is $\frac{1}{5}$ ths of 2*l.* being 7*s.* 4*d.* per annum, and having deducted the whole 2*l.* he is liable to refund the sum of 1*l.* 12*s.* 8*d.* per annum for the several years during which this excessive deduction has been made.

With respect to the chief-rent of 10*s.* it appears that upon the Knowle Inclosure in 1813 that rent was extinguished; but as the extinguishment thereof formed part of the compensation awarded to Mr. Bott for his common rights, he would continue entitled to claim from the charity that portion of the rent which it was before liable to pay; and which, if rated at $\frac{1}{5}$ ths, (as the land-tax,) would be 1*l.* 10*s.* per annum. The difference, therefore, between this sum, and the 10*s.* that he has annually deducted, we also conceive that he is liable to refund.

The money paid in respect of this annuity has been generally received by the mayor for the time being, who upon the receipt of it gives directions to a draper in the town to provide 13 coats, which are subsequently distributed to 13 poor men of the borough, selected by the mayor and the 12 aldermen, each of whom nominates one. The cost of these coats sometimes exceeds by a few shillings the amount of the rent, in which case the deficiency is supplied by the private charity of the mayor.

Charity for Bread.—The first trust-deed that is found, among the documents of the charity, relative to the meadow devised for the purchase of bread, is an indenture of feoffment, dated 3d August 1738, between William Weale, William Wright, George Weale, William Moody, and John Parry, of the one part, and William Fox, and James Fish, of the other part, whereby, after reciting that John Smith, late of Sherborn, in the county of Warwick, clerk, by good conveyances in the law conveyed and assured to Francis Eades, attorney-at-law, since deceased, and George Weale also deceased, four little meadows lying contiguous in the manor of Knowle, in or near the parish of Knowle, in the county of Warwick, adjoining or near to a heath called Catherine-à-Barns Heath, containing altogether, by estimation, 10 acres, on trust, to apply the rents and profits of the said meadow-ground and premises for the buying of bread, viz. one equal number of penny loaves to be distributed on Sundays weekly, by the churchwardens and overseers of the poor of the several parishes of St. Mary and St. Nicholas, in the said borough of Warwick, to the poor of the said two parishes, in equal portions; and reciting that the said charity, from time to time, since the said conveyance, had been ordered and disposed of according to the said trusts; and that the said George Weale had survived the said Francis Eades, and that the said William Weale was the son and heir of the said George Weale, by virtue whereof, the freehold and inheritance of the said premises was become vested in him the said William Weale, It was witnessed that for the better advancement and ordering of the said charity the said William Weale, by and with the consent of the other parties of the first part, and of divers others, of the most substantial inhabitants of both the said parishes of St. Mary and St. Nicholas, thereby granted, enfeoffed and confirmed to the said parties of the second part the said premises before-mentioned, to hold to them and their heirs, to the use of the said parties of the first part, their heirs and assigns, for ever, in trust, yearly to apply the rents and profits thereof to and for the buying of bread, viz. an equal number of penny-loaves to be distributed on Sundays, weekly, by the respective churchwardens and overseers of the poor of the said two parishes of St. Mary and St. Nicholas, to such of the poor of their said parishes, as they respectively should think most proper objects, according to the directions of the trust before-mentioned; and it was declared to be the intent of the said parties, that whensoever thereafter, by death, the number of trustees should be reduced to two, the said two survivors should by a new conveyance of the premises, increase the same to five, and so *toties quoties*, that there might be ever from time to time thereafter a competent number of trustees, for the management of the said trusts and charity.

These trusts have been duly renewed by successive conveyances, by the last of which, dated the 25th August 1810, the premises were vested in John Glover, the Rev. Marmaduke Matthews, of Warwick, clerk, the Rev. Robert Miller, of the same borough, clerk, John Bird, John Watson, M.D., William

Partington, John Arkesden, John Allen, Simon Hartwell, Matthew Evans, John Morris, John Goodhall, and John Smith, upon the former trusts.

Warwick.

Smith's Charities,
continued.

In a lease granted of these premises in the year 1802, they were demised by the description of "all those four closes of meadow, pasture, or grass-ground, formerly in one close or meadow, and called or known by the name of Eaves Meadow, situate in the manor or lordship of Knowle, in the parishes of Hampton in Arden, or one of them, adjoining or lying near to a certain heath called Kettleburn Heath, otherwise Catharine-à-Barns Heath, and to a certain lane called Friday-lane, and now distinguished and known by the several names of the Home Meadow, the Upper Meadow, the Middle Meadow, and the Lower Meadow, and containing, and admeasured to be, 16A. 2R. 21P." This description sufficiently identifies the premises with the meadow devised by the will.

The premises are now held by Thomas Tebbat, as yearly tenant, under the terms of a written agreement entered into with him on 21st March 1820, except as far as regards the rent of 32*l.* thereby reserved, which has been abated to 25*l.* in consequence of the depression of agricultural produce. The tenant appears to have been at some expense in improving the land, which had suffered from the neglect of his predecessor, and under all the circumstances the present reduced rent appears to be the fair value.

There was a fall of timber from this estate in the year 1810, which produced, after deducting the expenses of valuation, &c. 23*l.* 16*s.* 6*d.* which was carried to account. There is but little timber now remaining.

There is paid out of this rent 13*s.* for land-tax, and 2*s.* chiefrent, and occasional payments are made for repair of gates and posts, and for soughing-tiles; 3*s.* 6*d.* towards the expenses of the trustees at their annual meeting, and 1*l.* 1*s.* to the receiver. The net residue is divided between the two parishes of St. Mary and St. Nicholas. In the year 1825 that residue afforded 10*l.* 19*s.* 3*d.* to each parish. The moiety belonging to St. Mary is paid by the receiver to Mr. Morris, one of the trustees residing in that parish, and that belonging to St. Nicholas to Mr. Smith, another of the trustees, residing in the last-mentioned parish.

Out of the moiety belonging to the parish of St. Mary, a distribution of 12 twopenny loaves is made every Sunday at St. Mary's church among poor parishioners, according to a list furnished by the trustees. The residue has been given away generally in the course of the week after the receipt of the rent, in sixpenny and 1*s.* loaves to poor persons resident in the parish, at the discretion of the trustees.

Out of the moiety belonging to the parish of St. Nicholas, a like distribution of 12 twopenny loaves is made every Sunday at the church to poor parishioners, who are appointed by the churchwardens and overseers, and continue to receive it while they live.

The rest of the money is in general added to the charity for the purchase of shoes, mentioned below; occasionally it has been applied, in times of scarcity, to a further distribution of bread in the course of the winter.

Charity for shoes.—Besides the premises derived from the will of Mr. Smith, of which we have above spoken, he appears to have also conveyed other premises in his lifetime, in trust, for the purchase of shoes for the poor of Warwick.

The earliest notice that we find of this trust is contained in an Indenture of Feoffment, dated the 27th September 1694, between William Weale, Joseph Blisset, Richard Lane, William Johnson, and William Makepeace, of the one part, and Samuel Weale and John Smith, gent. of the other part; whereby, after reciting that John Smith, late of Sherborn, in the county of Warwick, clerk, did by good conveyances in the law assure to Francis Eades, late of Warwick, deceased, and George Weale, late of the same place, deceased, and their heirs, a messuage or tenement, with the appurtenances, situate in Smith-street, in the said borough, abutting northward on the said street called Smith-street, on trust, to apply the rents and profits thereof to the buying of shoes for an equal number of poor children of the said parishes of St. Mary and St. Nicholas, to be distributed yearly at Christmas by the ministers and churchwardens of the said parishes of St. Mary and St. Nicholas for the time being,

Warwick.

Smith's Charities,
continued.

according to their discretions, which charity from time to time, since the said conveyance, had been ordered and disposed according to the said trust; and further reciting, that the said George Weale had survived the said Francis Eades; and that the said William Weale was the son and heir of the said George, by virtue whereof the freehold and inheritance of the said messuage or tenement, subject to the said trust, had become vested in him the said William; It was witnessed, that for the advancement of the said charity the said William Weale, with the consent and at the desire of the said other parties of the first part, and divers others of the most substantial inhabitants of both the said parishes of St. Mary and St. Nicholas, thereby granted, enfeoffed, and confirmed to the said parties of the second part, and their heirs, the said messuage or tenement, with the appurtenances, on trust, yearly to apply the rents and profits thereof to the buying of shoes, for the poor children of the parishes of St. Mary and St. Nicholas, according to the direction of the trust before mentioned; and it was declared to be the further intent of the parties, that whenever by death the number of the trustees should be reduced to two, the said two survivors should by another conveyance of the premises increase the same to five, and so *toties quoties*, that there might ever, from time to time thereafter, be a competent number of trustees, for the management of the said trust and charity.

These trusts also have been from time to time renewed by successive conveyances, which since that of the year 1738 inclusive have been of the same dates respectively, and have vested the premises in the same sets of trustees, with those of the charity for bread above mentioned.

The messuage described in the foregoing deed is at present used as a public-house, which is known by the name of the Welch Harp. There is a small garden attached to it, with a stable and pig-stye. These premises are now held by Mrs. Elizabeth Dyke, at the annual rent of 24*l.* They have been at this rent since the year 1819, when a former lease expired, which had been granted for a term of 80 years, at the yearly rent of 1*l.* 15*s.*, the lessee covenanting to lay out 60*l.* upon the premises within three years, and to keep them in perfect repair during the term.

The present rent appears to be the full value of the premises.

From this rent there is paid to the receiver an annual salary of 1*l.* 1*s.*; 3*s.* 6*d.* towards the expenses of an annual meeting of the trustees; and some small occasional allowances for improvements on the premises, which in the last three years have amounted to 3*l.* 17*s.* 6*d.* The net residue is divided between the two parishes of St. Mary and St. Nicholas, the half belonging to the former being paid to Mr. Morris, and the half belonging to the latter to Mr. Smith. These moieties amounted in the year 1825 to 10*l.* 6*s.* 3*d.* each.

The moiety belonging to the parish of St. Mary is paid over by Mr. Morris to the vicar and churchwardens, by whom it is applied in the purchase and distribution of shoes to poor persons of the parish, men, women and children, at their discretion; the trustees occasionally recommending objects to their consideration.

In the parish of St. Nicholas this money is applied to the purchase of shoes, which are distributed by the vicar and churchwardens among the poor of the parish, men, women and children.

During the latter part of the time when the lease for 80 years was depending, the rent of 1*l.* 15*s.*, being but a small provision for the purchase of shoes, it was augmented by the annual addition of 3*l.* 10*s.* from the charity of Mrs. Jeacocks, of which an account will be found among the charities of the parish of St. Nicholas. Since the cessation of that charity, some addition has been occasionally received from the charity for bread, of which we have just given an account.

On inspecting the accounts, it appears that the expense of renewing the trusts of this charity, in the year 1810, was 13*l.* 1*s.* 5*d.*, the sum of 11*l.* 11*s.* 2*d.* being at the same time paid for renewing the trusts of the bread-charity. We conceive that a great portion of this expense may be usefully spared, by uniting the charities in one trust-deed, as they appear to have been always united in one set of trustees.

MRS. TURVILLE'S CHARITY.

It is stated upon a benefaction table in St. Mary's church, purporting to have been put up in 1749, that Mrs. *Turville*, but at what period is not mentioned, left 40*s.* per annum out of her estate at Byfield in the county of Northampton, (then purchased by Mr. Thomas Prestwidge,) to be disposed of at St. Thomas, by the trustees, in buying 24 yards of woollen cloth at 1*s.* 6*d.* per yard, to be given to two poor men and six poor women of the parish of St. Mary, and to two poor men and two poor women of the parish of St. Nicholas in this borough, the men to have three yards each to make them coats, and the women to have one yard and a half each to make them waistcoats, the remainder to be given in bread to 12 poor prisoners.

Warwick.
Mrs. Turville's
Charity.

This annuity appears to have been in arrear for 13 years previously to 1825, in consequence, as it is stated, of some uncertainty as to the owner of the property charged therewith.

In the summer of 1825 this arrear amounting, after the deduction of 4*s.* a year for land-tax to 23*l.* 8*s.*, was received by the Rev. Mr. Boudier, vicar of St. Mary's, from Mr. Carter, of Byfield, near Banbury, who is the present owner of that property.

£.9. 15*s.* of this sum has been paid over to Dr. Wade, for the use of the parish of St. Nicholas.

This fund had not been applied in either parish at the time of our examination, but it was proposed to distribute it in cloth to poor men and women, in the proportions specified in the tablet, and to apply the future annual payments as far as they will go in a similar manner.

GRIMES'S CHARITY.

Richard Grimes, of Warwick, goldsmith, by Will, dated 13th October 1709, declared that his meadow and pasture-ground situate in the parish of St. Nicholas should for ever, after the decease of his wife, stand charged with the payment of two several sums of 50*s.* per annum, clear of all taxes and charges, to be paid yearly upon the feast of St. John the Baptist, or within 30 days next after, viz. 50*s.* per annum to the minister and churchwardens of the parish of St. Mary, in the borough of Warwick, for the time being, and their successors, and 50*s.* per annum to the minister and churchwardens of the parish of St. Nicholas for the time being, and their successors, upon trust, to dispose of the said respective rentcharges in manner following, viz. 10*s.* in buying and providing 10 dozen of twopenny bread in each parish, to be by them yearly, on Michaelmas-day, respectively, given to such of the poor of the same parishes as the said respective ministers and churchwardens for the time being should from time to time think fit, and 40*s.* per annum, in buying and making up three cloth gowns for three poor men of the said parish of St. Mary, and three cloth gowns for three poor men of the parish of St. Nicholas, each of the said poor men to have one gown, and the letters R. G. set thereon, to be yearly given on Michaelmas-day, or within 20 days then next following, and the said poor men should wear the same the year following.

Grimes's Charity.

The annual sum of 50*s.* is received by the churchwardens of St. Mary, from the steward of the Earl of Warwick, as being charged on land formerly called the Long Closes, and now forming part of the Earl of Warwick's park. The money is usually divided in three equal parts between the vicar and the churchwardens, who apply it in providing each a coat for a poor man of the parish. The distributors were not aware, till very lately, that any part of the money was directed to be given in bread.

A similar sum of 50*s.* is received from the Earl of Warwick's steward, by the churchwardens of St. Nicholas, of which 10*s.* is applied, with other money paid by the overseers, in a distribution on St. Thomas's-day of a twopenny loaf to every poor person of the parish who attends the church to apply for it.

The other 40*s.* is divided in equal parts between the minister and the churchwardens, who therewith provide each of them a coat for a poor man of the parish, selected by them to receive it.

ARCHER'S CHARITY, WITH THE ADDITIONS THERETO BY THE EARL OF WARWICK,
AND THE HONOURABLE CHARLES GREVILLE.

Warwick.
Archer's Charity,
&c.

Henry Archer, late of Hale, in the county of Southampton, esq. by Will dated 5th November 1764, gave the sum of 500*l.* to the poor of the borough of Warwick, in grateful remembrance of the very great honour conferred on him by the said borough (which he represented in Parliament) for 30 years, and upwards, to be disposed of and managed to the best advantage of the said poor by his brother Lord Archer, the Earl of Warwick, and Matthew Wise, esq., and the respective vicars, churchwardens, and overseers of the poor of the parishes of St. Mary and St. Nicholas in the said borough for the time being.

This sum of 500*l.* was placed in the hands of the Earl of Warwick, at four per cent. interest, upon the security of his bond, dated the 28th June 1769, and given to Matthew Wise, esq. the Rev. John Colcs, vicar of St. Mary, Warwick, and the Rev. Marmaduke Matthews, vicar of St. Nicholas, Warwick. The bond is now in the hands of the Rev. Henry Wise, of Offchurch, son of Henry Christopher Wise, who was nephew and executor of Matthew Wise. Interest at four per cent. was paid upon this bond till the year 1783, when the late Earl voluntarily raised it to five per cent. This interest, being 25*l.* per annum, is now annually paid by the steward of the present Earl, viz. two thirds, being 16*l.* 13*s.* 8*d.*, to the churchwardens of St. Mary, and one third, being 8*l.* 6*s.* 4*d.*, to the churchwardens of St. Nicholas.

We are informed that when Archer's 500*l.* was placed in the hands of the Earl of Warwick, it was agreed by the trustees of the charity, that the interest should be employed in purchasing coals during the summer, and selling them to the poor at a reduced price in winter; and that in order to set the charity immediately on foot his Lordship gave to the ministers and churchwardens 100*l.*, to enable them to proceed without delay to make a purchase of coals.

We find accordingly in an account-book of this charity, kept in the parish of St. Nicholas, an item, stating, that in the year 1769 they received in cash, from Lord Warwick their share of his donation, 33*l.* 6*s.* 8*d.*, with which coals were purchased, and re-sold at a reduced price, at a loss of 7*l.* 13*s.* 1½*d.*, leaving a balance in hand of 25*l.* 13*s.* 6½*d.* This balance is carried forward into the general fund formed from the annual receipts of the interest on Archer's 500*l.*, and, from the year 1785, of the payment from Oken's trustees of 12*s.* 6*d.* a year, and also from a sum of 15*l.* 13*s.* 4*d.*, advanced in 1783 by the honourable Charles Greville, in addition to this charity.

In the returns under Gilbert's Act 1786, the addition thus made by Mr. Greville is stated to have been 18*l.* 10*s.* We have no means of accounting for this discrepancy.

From these funds a balance has been kept in hand of fluctuating amount, but which for several years was from 30*l.* to 40*l.*, or more. Lately this has declined through an increase in the purchases of coals; and at the settlement in the spring of 1826 there remained in hand only 3*l.* 9*s.* 0½*d.*

All the poor of St. Nicholas not receiving parish-relief are allowed to purchase these coals to the amount of 1cwt. for a single person, and 2cwt. for a family; the delivery of the coals upon these purchases is made twice in the course of the winter. The same persons are allowed to purchase at each delivery.

We have not been able to obtain an equally satisfactory account of the coal-fund in the parish of St. Mary. It is to be presumed that the proportion of Lord Warwick's gift belonging to this parish was received, as well as that belonging to St. Nicholas. The Returns under Gilbert's Act in 1786 mention Lord Warwick's gift of 66*l.* 13*s.* 4*d.*, and also that the honourable Mr. Greville in 1783 made an addition to the coal-fund for the parish of St. Mary of 37*l.*, but we have not met with any account in the parish either of the receipt or application of these sums.

The management of the coal-fund in this parish was for many years in the hands of Mr. Arkesden, churchwarden, who died in 1823, and we have not been able to learn in what manner it was applied by him, or whether any and what balance remained in his hands at the time of his death; but we understand

stand that he died in embarrassed circumstances, and that there is little probability of such balance, if any, being recovered.

The share belonging to St. Mary's of the interest on the Earl of Warwick's bond, has been applied since the death of Mr. Arkesden in the purchase of coals in winter, which are sold to the poor at a reduced price, generally about half the cost-price, or a little more; the money so received is laid out in a further purchase of coals, which are sold in like manner till the whole is exhausted. At the termination of the sales in March 1826 there was a balance due to the churchwarden of 1*l.* 3*s.* 10 $\frac{1}{2}$ *d.*

The sales take place at different times in the winter, varying from four to two, according to the severity or mildness of the season. Every poor family in the parish is allowed to purchase at each period of sale from one to three cwt., according to the number in family. In some particular instances the purchase of a larger quantity is allowed.

TOLLOOS'S CHARITY.

John Tolloos, citizen and alderman of London, by Will, dated 10 August 1548, gave all his lands and tenements in Warwick, in the county of Warwick, to Andrew Judge, and others, their heirs and assigns, to the intent that they and the overlivers or liver of them, from time to time should bestow the issues and profits of the same on such poor men of the town of Warwick as should seem best, in their discretion, and also from time to time should "devise," for the further surety and continuance of the same for ever.

The earliest trust-deed now among the documents relating to this charity is an Indenture of Feoffment, dated 2d January 1799, whereby George Cattell, esq. after reciting that he was the only surviving feoffee of the premises thereafter mentioned, for the perpetuating the trust, conveyed to the Rev. Marmaduke Matthews, Charles Porter Packwood, John Bird, Edward Brome, and Kelynge Greenway, their heirs and assigns, two closes or parcels of arable, meadow, or pasture-land, situate at Myton in the parish of St. Nicholas, in the borough of Warwick, containing by estimation 5*A.* 3*R.* 17*P.* bounded on the north-west by the river Avon, on the east by land belonging to the Rev. Thomas Cattell, on part of the west by land belonging to Ann Savage, and on the south by land belonging to Christ Church Hospital, and which said two closes of land were theretofore divided into six small closes, and were, on the late inclosure of the Bridge-end, or Myton Fields, in the parish of St. Nicholas, allotted and awarded to the trustees of Tolloos's charity, or were received by them in exchange for other lands theretofore belonging to them in the said fields; and also a parcel of arable or pasture-land, situate in the parish of Barford, in the county of Warwick, containing by estimation 16 acres, or thereabouts, together with all buildings, &c. and appurtenances thereto belonging, to hold the same to the use of the grantor and grantees, their heirs and assigns, to the intent that they and the overlivers or liver of them, from time to time should bestow the issues and profits of the same on such poor men of the town of Warwick as should seem best, in their discretion, and also from time to time should "devise," for the further surety and continuance of the same for ever.

There is a subsequent trust-deed dated 27th July 1824, whereby Kelynge Greenway, surviving feoffee of the charity-estates of John Tolloos, conveys the premises as stated in the before-mentioned deed, under similar trusts, to the use of himself, the Rev. Thomas Cattell, Charles Gregory Wade, Thomas Woods Weston, and George Cattell Greenway, their heirs and assigns.

From the earliest account-book of this charity, now among the documents, and which begins in the year 1759, it appears that the property belonging to the charity consisted at that time of four houses and land in Bridge-end-field, Warwick; and there is inserted in the first page of the said account, previously to the receipts of 1762, a memorandum that the houses were at Lady-day 1761 exchanged for land at Barford.

On reference to the award of the Commissioners under the Inclosure Act above referred to, it appears that the allotments made to the trustees of Tolloos's Charity consisted, in the first instance, of four parcels, containing 10*A.* 0*R.* 18*P.* which were awarded to the said trustees as a compensation for 11 reputed acres theretofore belonging to them in the fields about to be inclosed, three of which allotments, containing 9*A.* 3*R.* 18*P.*, were subsequently exchanged under the powers of the Act for three others lying together, and adjoining

Warwick.

Archer's Charity,
&c.
continued.

Tolloos's Charity.

Warwick.
Tolloos's Charity,
continued.

adjoining the fourth allotment to the charity, which being inclosed therewith made one field containing 6A. 2R. 17P.

This field is now held by the Rev. Thomas Cattell under the terms of a lease thereof, granted to him the 7th April 1803, for 21 years from Lady-day then last, at the yearly rent of 11*l.*, which appears to be its fair value.

The land at Barford, with a barn erected thereon by the trustees in 1803, at an expense of 84*l.* is held by Henry Robins, as yearly tenant, under the terms of a lease thereof granted to him for 21 years from Lady-day 1803, at the yearly rent of 31*l.* 10*s.* This appears to be a fair rent.

The land-tax upon the land in Barford was redeemed by the trustees in the year 1799 for 11*l.* 14*s.* 8*d.*

After deducting 1*s.* 6*d.* for receipt-stamps, and some small occasional allowances for repairs to the tenant at Barford, the last of which occurred in 1821, the rents are equally divided among the trustees for distribution, and the respective portions are applied by them in sums of money to poor persons residing in the two parishes of St. Mary and St. Nicholas, at their discretion. The names of the persons receiving this charity, who are those in indigent circumstances, or with large families, with the sums given to each, which in general vary from 1*l.* to 5*s.*, are entered in the trustees account-book.

Mr. Cattell has become a trustee of this charity since the granting of the lease before mentioned. The land at Myton which he holds is bounded on one side by the river Avon, and on all the others by land belonging to Mr. Cattell, and there is no road to it but through his fields. Under these circumstances it has been thought to the advantage of the charity that the land should be suffered to continue in the tenancy of Mr. Cattell, notwithstanding his situation as trustee.

WHATELEY'S CHARITY.

Whateley's Charity. A sum of 2*l.* a year is received by the mayor of Warwick from the receiver of Alderman Whateley's charity-estate at Coventry, and which is disposed of, pursuant to the directions of the donor, to four poor tradesmen of the borough of Warwick, whom the mayor selects for the purpose.

We shall have occasion to state the origin and particulars of this charity at a future period, in reporting upon the charities in the city of Coventry.

GRIFFIN'S CHARITY.

Griffin's Charity. By Deed-poll, dated 30th October, 34 Queen Elizabeth, *Richard Griffin*, of Warwick, yeoman, granted and enfeofed to Job Throckmorton, esquire, and seven others, their heirs and assigns, all his messuages, lands, tenements, and hereditaments whatsoever, situate in Myton, and the Bridge-end, within the parish of St. Nicholas, in the borough of Warwick, and all other his lands, tenements, and hereditaments within the said borough, or elsewhere within the realm of England, upon trust (after certain limitations therein mentioned), that the rents and profits of the said messuages, lands, and hereditaments should be paid and distributed yearly by his said feoffees, and their heirs, or by some of them, to and for the relief of the poor inhabitants of the borough of Warwick, at two times in the year, viz. in the week next before Christmas, and the week next before Easter, by equal portions, at their discretion.

The said *Richard Griffin*, by his will, dated 8th January, 35 Eliz. (1593) after reciting that he had already disposed of all his lands, tenements and hereditaments by feoffment to certain uses, directed, that if four of his feoffees named in the said feoffment, or their heirs, could not be all together at the distribution of the rents and profits of the said lands and tenements, to the uses limited in the same, then that two other men elected by the more part of his said feoffees should be assistant to the other his feoffees; and he directed that once a year an account should be made of the receipts and distribution of the said rents and profits by and amongst his feoffees themselves or their heirs, at which time 10*s.* of the said rents and profits should be bestowed to make the feoffees and their assistants eat and drink; and he also directed that at what time any of his feoffees or their heirs should be called to the company of the 12 principal burgesses or masters of the borough of Warwick, from thenceforth they should not intermeddle with the distribution of the said rents and profits; and further, that when all his feoffees but four should be dead, the survivors and

and their heirs should convey to themselves and their heirs, and such and so many other substantial men as they should like of, all the premises mentioned in the said feoffment, to the trusts in the said feoffment limited. He also directed that his friends Robert West and Thomas Cummell (who were two of the feoffees) should have to them and their assigns a lease, which he then had, of a garden-plot lying beyond the bridge adjoining the east side of his land, and extending from Southam-street to the river Avon; and that they should, the best way they could, employ the profits of the same lease by all means possible, to obtain the fee-simple thereof, if it might be, the which he would have to be employed to this use, viz. that his feoffees and their heirs should cause once a year a learned man to make a sermon in the parish-church of St. Mary, and should give him 10s. for every such sermon, and if there should be any overplus of the said rents and profits, that the same should be bestowed on the repairs of houses upon the lands enfeoffed, and that should be built upon the said plot if purchased.

There are several successive trust-deeds of the property belonging to this charity, the two earliest of which describe the premises in the same general terms as the original feoffment executed, by the donor. The first deed in which the particulars of the property are specified, is a feoffment, dated 14th October 1679, whereby Thomas Roe, Samuel Weale, John Harris and John Eades, described as surviving feoffees of the lands, tenements and hereditaments of Richard Griffin deceased, in accomplishment and performance of the last will of the said Richard Griffin, and of the uses and trusts therein mentioned and expressed, granted and enfeoffed to the use of themselves, and of William Roe, George Weale, George Harris and William Eades, their heirs and assigns, a cottage, house or tenement, with the little close or croft, back-side, and garden thereunto belonging, situate in the parish of St. Nicholas in Warwick, in Southam-street, together with 70 acres of arable-land, meadow-ground, pasture and commons, more or less, lying in Bridge-end and Myton Fields, to the said cottage, house or tenement belonging, and also two little crofts or closes in Myton aforesaid, all which premises were in the occupation of John Collison; also a little house or tenement in Fordmill-street in the parish of St. Nicholas aforesaid; also a little close or croft in Southam-street, in the said parish, in the occupation of George Wharton; also a cottage, house or tenement with the buildings, back-side, and garden thereto belonging, in the said parish, in the occupation of John Scott; also another cottage and garden in Southam-street aforesaid, and four acres of land, more or less, to the said cottage or tenement, belonging in Myton and Bridge-end Fields, in the occupation of Joseph Dingley; also a piece of pasture-ground, lying in a close at Myton, in the occupation of John Collison, and all the lands, tenements and hereditaments which were of the said Richard Griffin, within the borough of Warwick, or elsewhere, in England, to hold the same to the uses and purposes in the will of the said Richard Griffin mentioned and declared.

The latest trust-deed is dated 9th August 1822, whereby Amos Middleton, M.D., and Richard Saunders, surviving trustees of the lands, tenements and hereditaments which were theretofore of Richard Griffin, called Griffin's Charity Estate, granted, released and confirmed to Richard Tomes, John Russell, and Charles Lambe, their heirs and assigns, a site or piece of ground whereon a cottage formerly stood, that had been pulled down, and the little close, croft, and garden thereto belonging, on the north-west side of Southam-street, in the parish of St. Nicholas in Warwick, in the occupation of the said Richard Tomes; another site or piece of ground whereon a cottage theretofore stood, that had also been pulled down, and the garden thereto belonging on the north-west side of Southam-street, also in the occupation of the said Richard Tomes; another cottage or tenement, buildings and garden, on the south-east side of Southam-street, in the occupation of William Morris; a close or croft on the south-east side of Southam-street, in the occupation of Letitia Perkins; a new erected messuage, with outbuildings and appurtenances, situate near Myton, in the said parish and borough, on the north side of the road from Warwick to Leamington Priors; and all those several closes of arable, meadow and pasture-land, lying in the same parish and borough, and comprising the land which on the inclosure of the Bridge-end and Myton Field were allotted to the trustees of the said charity in compensation for 74 reputed acres of land and commons belonging to the said trustees in the same fields; and also an

Warwick.

Griffin's Charity,
continued.

Warwick.

Griffin's Charity,
continued.

ancient inclosure called Earls Meadow, lying in the said parish, which was on the said inclosure taken by the said trustees from the Earl of Warwick, in exchange for other lands and hereditaments theretofore part of the said charity-estate; and all other the lands, tenements and hereditaments, comprising or belonging to the said charity-estate of the said Richard Griffin in Warwick, or elsewhere in England, to hold the same to the use of the grantors and grantees, their heirs and assigns, upon the several uses and trusts declared in the will of the said Richard Griffin.

Upon reference to the award of the Commissioners under the Act for Inclosing the Common Fields in the parish of St. Nicholas, in the borough of Warwick, bearing date the 9th of June 1773, it appears that three allotments were thereby set out to the trustees of Griffin's Charity, containing by admeasurement 44A. 3R. 31P., situate in the Bridge-end or Myton Fields, viz. one allotment lying in Hither and Far Leam Furlongs, and certain land adjoining in Leam Quarter, containing 34A. 2R. 1P.; another allotment lying in and comprising part of Earls Meadow Furlong, and land adjoining, and containing 7A. 3R. 20P.; and the third allotment lying in and comprising part of Long and Short Black Pits, and land adjoining, containing 2A. 2R. 10P., and which three allotments were awarded to the trustees as a full equivalent for 74 reputed acres of land theretofore belonging to them in the said fields, and right of common thereto belonging, and also to a cottage or tenement situate in Southam-street, in Bridge-end Ward, in the occupation of Samuel Long.

By the said award the Earl of Warwick exchanged with the trustees of Griffin's Charity his ancient inclosure, containing by admeasurement 3A. 2R. 25P. being one of the meadows called Earls Meadow, therein particularly described, for all that plot or parcel of land in the same parish belonging to the said trustees, whereon certain buildings formerly stood, but were then pulled down, and such land taken into his Lordship's park, and then held by him under the said trustees by virtue of a lease for 99 years, at the yearly rent of 4*l.* 12*s.*, and also the third allotment by the said award made to the said trustees.

By the lease above referred to, which was dated the 21st December 1759, the trustees demised to Lord Warwick a messuage or tenement, with the barns, stable-yard, and garden to the same belonging, in Banbury-street in the parish of St. Nicholas, commonly called the Bell, part of the charity-estate, for 99 years from the date, at the rent of 4*l.* a year, a rump of beef and a fat pig, or 12*s.* in lieu thereof; and it was agreed that if the trustees should contract with any person for the purchase of any land of the value of 4*l.* a year over and above the rump of beef and fat pig, the Earl would advance the money for the purchase, and the trustees would convey the demised premises to the said Earl.

The property now belonging to this charity consists of the following particulars:

1. Three parcels of inclosed land in Myton, containing, according to a map taken by R. Godson, in the possession of the trustees, but to which no date is annexed, 18A. 2R. 10P., upon lease to John Bosworth, for 21 years from Lady-day 1823, at the yearly rent of 48*l.* 10*s.*

This land had previously been let at the rent of 39*l.* and had got into bad condition. The present tenant has improved the land, and built thereon a dwelling-house, barn, and stables. The present rent appears to be the full value of the premises.

2. A dwelling-house, and premises, with a garden, and four parcels of land, containing altogether 19A. 1R. 22P., on lease to the Rev. William Field, for 21 years from Lady-day 1823, at the yearly rent of 84*l.* 14*s.*

This house was formed out of an old farm-house and barn belonging to the Myton lands, and is now occupied by Mr. Field for the purpose of keeping a school there. Mr. Field had held the premises at the same rent under a former lease, but there were considerable repairs to be done, a large portion of the cost of which was defrayed by him, and this was deemed a sufficient consideration for granting the new lease at the old rent. He keeps the buildings in repair.

3. A close, containing 7A. 0R. 2P., and a meadow adjoining thereto, containing 3A. 2R. 10P., in the Bridge-end, in the parish of St. Nicholas in Warwick, adjoining

adjoining the turnpike-road to Leamington on the south, and the premises of Myton House, belonging to Lord Warwick, on the east, held by Mrs. Elizabeth Hudson, as tenant from year to year, at the annual rent of 4*l*.

Of the above holdings, Nos. 1 and 2 seem to comprise the first allotment under the Inclosure Award, and No. 3 to embrace the second allotment, and the land received in exchange from the Earl of Warwick. The quantities indeed do not exactly tally, but on the whole they somewhat exceed the amount specified in the Award.

4. A piece of ground, containing rather less than an acre, cultivated as a garden and orchard, held by Mr. Richard Tomes, as tenant from year to year, at the rent of 5*l*.

Mr. Tomes has held this about 11 years, and has expended a considerable sum of money upon its cultivation, and inclosed it with a wall.

5. A close, in size about three quarters of an acre, on the south-east side of Southam-street in the Bridge-end, now cultivated as a garden, lately held by Mrs. Letitia Perkins, and now by Mr. Edward Ivins, as yearly tenant, at the annual rent of 4*l*. 9*s*.

6. A cottage and small garden, about the fourth part of an acre in size, on the south-east side of Southam-street, held by William Morris, as yearly tenant, at the rent of 3*l*.

Previously to 1823 the rent of this parcel was 1*l*. 1*s*.

7. There is also received from the Warwick and Napton Canal Company an annual rent of 1*l*. 10*s*. 4*d*. for a parcel of land taken out of one of the fields at Myton for the purpose of the canal and towing-path, being about one quarter of an acre.

All the above rents appear to be adequate to the value of the respective premises.

In addition to these rents certain sums are paid by the tenants, and are brought into the receipt-side of the trustees accounts, to be applied towards the expense of an annual dinner for the trustees and tenants. Formerly the tenants were accustomed to send provisions to the annual meeting, but for many years contributions in money have been substituted. This custom is considered to be in furtherance of the directions given by the will for eating and drinking at the annual audit. The sums thus paid are as follows; by Mr. Bosworth, 10*s*.; by Mr. Field, 10*s*.; by Mrs. Hudson, 10*s*.; by Mr. Tomes, 7*s*.; by Mrs. Perkins, 10*s*. 6*d*.

We have not found any conveyance among the documents of the trustees showing that the devisees of the leasehold premises in Griffin's will had obtained the fee-simple thereof in pursuance of his directions, but it may be presumed that they did, and that such premises, or an equivalent for them, now form part of the trust-property, as we find that 10*s*. a year is regularly paid to the vicar of St. Mary's, according to the direction given by the testator for the disposal of the rents of those premises when the property should be so acquired.

Out of the above-mentioned rents, amounting altogether to 193*l*. 10*s*. 10*d*. a year, including the dinner-money, occasional payments are made for gates and soughing-tiles upon the different premises. These amounted in the year 1825 to 7*l*. 5*s*. 11*d*., but it is not supposed that this charge will be so much in future years.

There is paid for the insurance of Mr. Field's house 1*l*. 5*s*.; to Mr. Boudier for a sermon 10*s*. The expenses of the audit-dinner, which is held in the month of December, and at which the trustees and tenants, the clergyman of St. Mary's, the solicitors to the trustees, and sometimes two or three other persons, attend, have for the two last years been between 13*l*. and 14*l*. There are also some small sums paid for paper and stamps, amounting to 2*s*. or 3*s*. After making these disbursements, an apportionment is made out of the residue of the rents among the trustees for the purpose of distribution, so much of the residue being thus divided as it is thought can conveniently be done, allotting to all the trustees round sums of similar amount.

In 1825, there having been a balance in hand from the preceding year of 41*l*. 14*s*. 7*d*., the sums paid over for this purpose to the five trustees were 40*l*. a-piece. In the preceding year they had been only 20*l*., and in the two years before that, 30*l*. In those years 52*l*. 7*s*. had been paid to Mr. Field towards the expense of repairing and improving his house, in pursuance of an agreement with him to that effect.

Warwick.

Griffin's Charity,
continued.

Warwick.

Griffin's Charity,
continued.

The balance remaining in hand at the audit of 22d December 1825 was 12*l.* 18*s.* 2*d.*

It seems to have been the custom not to divide the residue amongst the trustees for distribution into any sums containing a fraction of 10*l.*, which has sometimes occasioned a large balance to be left in hand. Thus, in the year 1824, as we have seen, a balance remained unapplied of 41*l.* 14*s.* 7*d.*, this not admitting of a division of 10*l.* each among five trustees. We think it would be better in such case to dispense with this custom, and to make a closer division of the fund.

The trustees distribute this money to poor persons, whom they select for the purpose, generally in sums of 5*s.* or 10*s.* The trustees compare their lists in order to see that they do not give to the same objects, and they enter these lists annually in a book kept for the purpose. Some portion of the money is generally given away at Christmas, in meat. It was formerly the custom to apply this charity in gifts of clothing to the poor, but latterly the trustees have thought it more expedient to give money for the poor to lay out as they might think most useful.

PRICE'S CHARITY.

Price's Charity.

By Deed Poll, dated 1st March 1625, under the hand and seal of *David Price*, of the Priory in Warwick, the said David Price, as well in consideration of a certain sum to him paid by William South, as for other good causes and considerations, granted and enfeoffed to Sir Thomas Puckering, of the Priory aforesaid, bart., Anthony Stoughton, and the said William South, and their heirs, two messuages, gardens and back-sides, with their appurtenances, situate in the Castle-street, or elsewhere within the liberties of the borough aforesaid. To hold to the said feoffees, their heirs and assigns, for ever, to the uses and purposes therein mentioned, viz., the rents and profits of the said two messuages to be yearly, at one time in the year, at the discretion of the said feoffees, their heirs and assigns, distributed among the most needy poor people of the said borough for ever.

These premises have been transmitted to new trustees by successive trust-deeds, by the latest of which, dated 2d January 1821, they were vested in the Rev. John Boudier, George Innes, clerk, Peter Francis Luard, M. D., Charles Wake, M. D., Samuel Edward Steward, and Joseph Birch, their heirs and assigns, upon the former trusts, with a proviso, (which was also continued in the last four preceding trust-deeds,) that when it should happen that so many of the said trustees should be dead, or depart out of the borough of Warwick, and go to reside elsewhere, so that no more than two of the said trustees should be left living, and resident within the said borough, then all such of them as should survive should within six months next after such death or departure as aforesaid renew the trusteeship, by nominating so many new trustees as should make up six or more in number of honest and substantial inhabitants within the said borough, and should convey the premises to them, their heirs and assigns, so as to continue the performance of the trusts of the charity.

The two houses thus given are situate in Castle-street, and are at present occupied, the one by Mr. John Kibler, as tenant from year to year, at the annual rent of 20*l.*, and the other by Mrs. Mary Edmunds, as tenant from year to year, at the annual rent of 18*l.* both which appear to be the fair value. The respective rents previous to 1821 were 15*l.* for the former, and 12*l.* for the latter.

Out of these rents a sum of 4*s.* 10*d.* a year is paid for land-tax, and 1*s.* 6*d.* for receipt-stamps, and the repairs of the houses are defrayed, which have amounted in the last four years to the sum of 44*l.* 5*s.* 4*d.* The sum of 30*l.* a year has from the year 1822 been paid over to the trustees in equal shares, and is distributed by them to poor people of the parish of St. Mary, in sums of 1*l.*, and under, at their discretion. The residue of the rents, together with some arrears due in the year 1822, when the Rev. Mr. Boudier, the vicar, became treasurer, have remained in his hands, making, upon a settlement of the account in January 1826, a balance of 36*l.* 9*s.* 11½*d.* Of this sum 30*l.* was in the course of the same month paid over to the trustees for distribution.

EDGEWORTH'S CHARITY.

By an Inquisition taken at Warwick on the 8th October, 20th Charles II, under a commission of Charitable Uses, it was found that *Richard Edgeworth*, late of Overston, in the county of Northampton, being in his lifetime seised in fee of and in one close of pasture called Gospel Close, and one close of meadow, within the borough of Warwick, in the county of Warwick, being at the time of the taking of the said inquisition the lands of Edmund Makepeace, the elder, or his assigns, by his Will, dated 12th June, 21 Charles I., gave to the poor of Warwick 4*l.* a year, for ever, the first payment to be given after the expiration of 17 years next after his decease, and to be paid quarterly out of his lands in Warwickshire, by the owners or occupiers of the same lands for the time being, to such of the poor in Warwick as should have most need; and that he further gave the sum of 13*s.* 4*d.* a year, for ever, to a minister, to preach two sermons every year in St. Mary's church in Warwick, viz. one at Lady-day, and the other at Michaelmas, which said sum of 13*s.* 4*d.* he likewise willed should be paid out of his said lands, and that the said respective sums should be paid to such minister and such poor people as aforesaid, at the discretion and appointment of his cousins, Thomas Harborn, Richard Harborn, John Harborn, and Lawrence Harborn, and the survivors of them, and their heirs, whom he thereby nominated feoffees in trust for the said purpose; and it was further found by the said inquisition, that from the end of 17 years after the death of the said Richard Edgeworth, until one year and a half then last past, the said annual sums had been paid to the said Richard Harborn, or to his deputy or agent, to be distributed and bestowed according to the said will, and that by the space of one year and a half then last past the said sums had not been paid to the said Richard, but were remaining in the hands of the owners and occupiers of the said lands, or one of them.

Upon this inquisition it was decreed by the Commissioners that the said several annual sums should be for ever employed towards the charitable and godly uses aforesaid: And whereas the said Richard Harborn had brought in and proved before them his account of his disposing of the said several sums for the time for which it was found by the said inquisition that he had received the same, which account seemed to the said Commissioners to be just, they decreed that the same should be allowed; and they acquitted the said Richard from further accounting for the same; and they further ordered, that the owners and occupiers of the said lands should pay the said arrears found by the said inquisition to be remaining in their hands, and all arrears since grown due and remaining in their hands, and continue the future payment of the same according to the said will: And forasmuch as the said Richard Harborn lived very remote from Warwick, and his said trust, being a bare authority, could not be assigned, and the said other trustees named in the said will had never intermeddled therewith, but had altogether declined the said trust, by reason whereof the said charitable uses were likely to be neglected, and not employed, for want of the appointment of the payment of the same by the said trustees, and their heirs, according to the said will, therefore the Commissioners decreed, that in default of the same trustees, and their heirs, of such appointment, and of the payment of the said arrears within one month then next, the owners and occupiers of the said lands should forthwith pay the same to such minister and poor people as in the said will were mentioned, at the discretion and appointment of the mayor and justices of the peace for the borough of Warwick aforesaid; and that in default of the said trustees in the said will named, and their heirs, of such appointment, and of the payment of the several sums, or any of them, within 14 days next after any day of payment whereon the same should at any time thereafter become due and payable, according to the said will, the owners and occupiers of the said lands should pay the same to such minister and poor people as in the said will were mentioned, at the discretion and appointment of the said mayor and justices of the peace for the time being.

Mr. Freeman, the present owner of the land charged, which is known by the name of the Gospel Meadow, has usually paid the annuity of 4*l.* after deducting 6*s.* for land-tax, in four sums of 18*s.* 6*d.* each, to the mayor, the ex-mayor, and the two senior aldermen, being the justices of peace for the borough, to be distributed by them among the poor.

Warwick.

Edgeworth's
Charity.

Warwick.

Edgeworth's
Charity,
continued.

This course has been attended with some inconvenience, as some members of the corporation from time to time, not being acquainted with the purposes for which the payment was tendered to them, have declined to receive it. In consequence of which, there remained due at the time of our inquiry in August 1826 six years arrears of one of the payments of 18s. 6d., and three years of the payment of the 18s. 6d. which had been usually made to the mayor. These arrears, amounting in the whole to 8l. 5s. 6d., the owner of the premises has declared his readiness to pay. And we are given to understand that arrangements will be made by the mayor and his brethren to prevent the recurrence of this inconvenience.

The payment to the minister has not been made of late years, he not having been acquainted, as it appears, with the provision of the will to that effect, and consequently not having preached the sermons.

COUNTESS OF DEVONSHIRE'S CHARITY.

Countess of Devon-
shire's Charity.

Among the documents in the custody of the corporation are three bonds under the corporate seal, one of them dated the 3d of March 1651, another the 29th of November 1659, and the remaining one the 16th of December 1661. By the first of these the bailiffs and burgesses of the borough of Warwick became bound to George Weale the elder, and Edmund Makepeace the elder, in the sum of 20l., with a condition to the said bond, wherein it is recited, that the late Countess of *Devonshire* had by her last Will, or by some other act, given and granted, among other gifts of the like nature, to the said bailiffs and burgesses the sum of 50l., to be lent to such person as they should think meet, at the rate of 12d. in the pound, and which said loan-money was appointed to be given yearly, being 50s., to five poor men of the same borough for their relief and sustenance; and after further reciting that the said bailiffs and burgesses had had in their hands divers years then last past 10l. of the said 50l., it is by the condition declared, that if the said bailiffs and burgesses should pay to the obligees 10l. and 10s. on the 4th of March 1652, the said obligation should be void.

By each of the other two bonds the bailiffs and burgesses became bound to the said George Weale and Edmund Makepeace in the sum of 40l., with conditions similar to that above stated, making the bonds respectively void upon payment of the sums of 20l., and 1l. upon each of them at the periods of a year from their respective dates. The several sums thus secured make together the principal sum of 50l. given by the Countess.

It appears from the corporation accounts that 50s., as the interest of this sum of 50l. given by the Countess of Devonshire, was annually paid and distributed on Ash-Wednesday till the year 1736, since which time it has been discontinued in like manner as Lady Guilford's charity before mentioned.

Although the bonds are now in the hands of the corporation, who are the obligors, they do not appear to have been cancelled; and as nothing is stated to us to show that the liability which the corporation admitted they were under to pay the interest of the 50l. till the year 1753 has been since removed, we think it would be right that the interest should be distributed in the same manner as was heretofore done.

MRS. TOMKYS'S CHARITY.

Mrs. Tomkys's
Charity.

Jane Tomkys, by Will, dated 5th July 1729, upon the contingency of the children of William Arkesden dying without attaining the age of 21 years, or leaving no issue who should attain that age, gave her messuage or tenement with the appurtenances, and the lands thereto belonging, situate in Priors Hardwick, in the county of Warwick, to the Rev. Thomas Norton, vicar of Budbroke, and his heirs, and to the churchwardens and overseers of the poor of the parish of St. Mary, in the borough of Warwick, for the time being, and their successors, for ever, on trust, that they for the first seven years, with the clear profits of the said estate, should put out four poor boys of the said borough, (who could distinctly read the English Bible, and say the Church-catechism without book, and have a certificate thereof from the vicar of the parish-church of St. Mary or St. Nicholas, in Warwick, or from the school-master or usher of the Free School for the time being of the said borough) apprentices for the term of seven years; and at the end of their apprenticeships, if

if the said boys should serve their apprenticeships faithfully, and obtain a certificate from their respective masters accordingly, and likewise receive the Sacrament of the Lord's Supper according to the usage of the Church of England in the parish-church of St. Mary or St. Nicholas aforesaid, and obtain a certificate thereof from either of the said vicars, that then the said boys so qualified should receive 5*l.* a-piece, or so much as the clear profits of the said estate should amount to, the same being divided into four equal parts, and the share of the boy or boys dying, or not qualified to receive the 5*l.*, or such other sum as before mentioned, at the end of their apprenticeship, should go to the placing out other boy or boys, to be qualified as aforesaid; and if it should happen that at the end of the apprenticeships of such boy or boys so placed out, he or they should be qualified to receive the 5*l.*, or other monies as aforesaid, that then in that and those years there should only be put out so many apprentices as the clear profits of the said estate, after payment of such boys, would admit of and bind, and so after this manner the said charity to be continued for ever, viz. one seven years for the placing out of poor boys apprentices, and the other or next seven years for payment as aforesaid, at the expiration of their apprenticeships; and after giving several other legacies she bequeathed all the rest of her personal estate to her executor the said Rev. Thomas Norton, to be by him disposed of for such good and charitable uses within the said borough of Warwick as he in his discretion should think fit and convenient.

It does not appear that the apprenticing-charity ever took effect.

By Deed Poll, dated 31st May 1746, under the hand and seal of Sarah Norton, spinster, executrix of the will of her late brother, Thomas Norton, who was executor of the will of Jane Tomkys, after reciting the residuary bequest of the said Jane Tomkys above mentioned, and that her late brother, the said Thomas Norton, had not in his lifetime given away all the residue of the estate which he had collected, but had put out to interest divers sums of money which he declared to be the charity-monies of the said Jane Tomkys; and further reciting, that she the said Sarah having left the said borough of Warwick, and therefore apprehending she should not have an opportunity of giving away the said charity-monies to such persons as were or might become proper objects to receive the same, pursuant to the charitable intention of the said Jane Tomkys, and having in her custody several mortgages, bonds, or securities for money taken by her said late brother in his lifetime, and by him declared to be the monies or securities for money belonging to the charity of the said Jane Tomkys, to the said borough, and which were all the monies or securities for such personal estate that remained in the hands of her said late brother at his death, or then remained in her hands, all which monies or securities for monies amounted in the whole to the sum of 250*l.* principal money, and were by her intended to be assigned to the parties after mentioned, and were as follows; viz. 1st, an indenture of assignment, dated 16th July 1737, for the term of 1000 years, in three messuages in Warwick, and a parcel of land thereto belonging, to the said Thomas Norton, in consideration of the sum of 130*l.* 5*s.* paid by the said Thomas Norton, subject to redemption on payment to the said Thomas Norton, by Henry Neale, his heirs or assigns, of the sum of 143*l.* 3*s.*, on 16th January then next; 2dly, a bond from the said Henry Neale to the said Thomas Norton for the payment of 10*l.* with interest at 4*l.* 10*s.* per cent.; and 3dly, a mortgage of certain copyhold premises held of the manor of Knowle, surrendered on 23d October 1745, by Charles Pettit, of the said borough, to the use of the said Sarah Norton, her heirs and assigns, for ever, subject to redemption on payment by the said Charles Pettit, to the said Sarah Norton of 102*l.* 5*s.*, being part of the personal estate and charity-monies of the said Jane Tomkys, on 23d April then next; She the said Sarah, to the intent that the monies on the said recited securities might be received and disposed of pursuant to the will of the said Jane Tomkys, assigned and transferred to William Smith, Edward Croft, Francis Lydiatt, Thomas Bree, and Thomas Bradley, their executors, &c. the said three messuages comprised in the said assignment, and the said copyhold messuage or tenement, and land so surrendered as aforesaid, and the said bond, upon trust, to give away and dispose of all the monies due, or which should become due and payable on the said securities, to and for such good and charitable uses within the said borough of

Warwick.

Mrs. Tomkys's
Charity,
continued.

Warwick.

Mrs. Tomkys's
Charity,
continued.

Warwick, as to them should seem fit and convenient, in pursuance of the will of the said Jane Tomkys.

The monies thus secured having been paid up, were, with the addition of some savings of interest, making in the whole a sum of 300*l.* laid out on the 9th of August 1814, in the purchase of 309*l.* 13*s.* 6*d.* Navy five per cents., since converted into 325*l.* 3*s.* 2*d.* New four per cents., which on 7th April 1825 were transferred to Samuel Edward Steward, Charles Wake, M.D. Kelynge Greenway, and George Cattell Greenway, and are now standing in their names, to whom, with the right honourable the earl of Warwick, Sir Charles Greville, the Rev. Henry Wise, and Matthew Wise, the interest in the said trust-property was transferred by Charles Porter Packwood, then surviving trustee, by indenture dated 4th March 1819.

From the accounts of this charity, commencing in the year 1746, it appears that a portion of the interest received on the outstanding securities used generally to be applied for the purpose of schooling, and also of apprenticing, the residue being given in money to the poor persons, in sums varying from 2*s.* to 1*l.* 1*s.* or 2*l.* 2*s.*, and to the apprentices there are occasional instances of a sum of 5*l.* being paid on their being out of their time, in which respect the trustees appear to have had regard to the provisions of Mrs. Tomkys's will, with respect to her apprenticing-charity. About the year 1779, when a new appointment of trustees took place, it became the practice, upon the annual audit of the accounts by the trustees, to direct the balance to be distributed among a certain number of individuals, whose names were subjoined to the account. Of late years the course has been to give an equal portion of the dividends to each of the trustees, to be by them distributed to the persons whom they should respectively deem most needy; and accounts are subsequently rendered by the trustees of the names of the persons to whose relief their respective portions have been applied. The regularity of the distribution which, for the most part, had been annual, was interrupted between the years 1817 and 1825, in consequence of the illness and death of the late Mr. Packwood, then surviving trustee, whereby the dividends remained unclaimed during that interval. They were received in 1825; and after deducting a sum of 35*l.* for the expenses of renewing the trust, and obtaining a transfer of the stock, and 2*l.* 15*s.* 4*d.* for two several powers of attorney for receiving the dividends, the balance, amounting to 94*l.* 1*s.* 8*d.* was divided among the seven trustees for distribution as before mentioned.

The persons among whom this charity is thus distributed by the trustees are poor inhabitants of the borough, who appear to them to be most needy and deserving.

The distribution is made in sums of money varying from 5*s.* to 2*l.* The larger sums being given to such as have been in better circumstances, but have been reduced by misfortune.

LEA'S CHARITY.

Lea's Charity.

It is stated on a Benefaction Table in the church, that Mr. Lea, a baker, gave a house near the Joyce Pool towards the relief of poor prisoners in the county gaol.

The Joyce Pool is a narrow lane adjoining the bridewell, and opposite the county-gaol. There was formerly an old house there, supposed to have been that given by Lea, which was let, and the rent, as it is said, paid to the sheriff or the gaoler, and distributed among the prisoners. Of this fact, however, we have no positive evidence. About 30 years ago the house having fallen into decay was taken down, and a building erected on the site, comprising a standing-place for the caravan, which is used to convey prisoners from the county-gaol, a stable for the gaoler, and a straw-barn for the use of the gaol. Since that time nothing has been paid to the prisoners in respect of this house. We may however add, that the prisoners appear to be provided with every needful comfort.

GEORGE WEALE'S CHARITY.

George Weale's
Charity.

It is stated on a Benefaction Table in St. Mary's church purporting to have been put up in 1712, that Mr. *George Weale* gave 2*l.* 10*s.* per annum, charged on a house in the High-street, to be yearly distributed to the two parishes alternately, in bread, which house was burnt down in the late fire 1694, and the burnt

burnt ground sold for 15*l.*, which sum lay in the churchwardens hands of the two parishes, and the interest thereof applied to the same use.

Nothing is now given in respect of this sum of 15*l.*, nor can we learn what became of it.

HENRY HEATH'S CHARITY.

The account of this charity is unavoidably postponed.

Warwick.

Henry Heath's
Charity.

PARISH OF ST. MARY.

WEST GATE ALMSHOUSES.—SALTISFORD ALMSHOUSES.

By Indenture, dated 16th April 1737, between Henry Wise, of the Priory, in the borough of Warwick, esquire, of the one part; William Greenwood, of the same borough, D. D., Matthew Wise, esq., Thomas Newsham, esq., Edward Willes, esq., Edward Rogers, gent., and George Butter, gent., all of the same borough, of the other part; the said Henry Wise, for the settling, establishing, and confirming certain houses or tenements thereafter mentioned to the charitable uses after expressed, and that the same might be better preserved and continued, pursuant to the true intent and design of Sir Henry Puckering, otherwise Newton, late of the Priory aforesaid, bart., and other good causes and considerations, did as much as in him lay, grant, release, and confirm to the said parties of the second part all those four small messuages, cottages, or tenements, with the appurtenances, situate in or near the West Gate, in the said borough, adjoining the garden-wall of or belonging to the hospital of Robert Earl of Leicester, in the said borough, and also all those other four small messuages, cottages, or tenements, with the appurtenances, situate in the Saltisford, in the said borough, adjoining a certain meadow of the said Henry Wise on the south side thereof, called Sherrogs Meadow, and a demolished chapel, called the Papists Chapel, on the north-west side thereof; to hold the same to the said parties of the second part, their heirs and assigns, upon trust and to the intent, that they the said parties of the second part, their heirs and assigns, should for ever thereafter, with the consent and advice of the churchwardens and overseers of the poor of the parish of St. Mary, in the said borough, or the major part of them, succour, help, relieve, and support the poor people of the said parish of St. Mary, with all the clear yearly rents and profits of the said premises, or by placing such poor people in the said respective tenements at their discretions, as to them should seem most meet and convenient for the purposes aforesaid; and it was thereby provided, that when by death, or departure out of the said borough, the trustees left living within the said borough should be reduced to two, the said survivors should within three months renew the trust, by putting in new trustees to the number of seven or more persons, honest and substantial inhabitants of the said borough, and conveying the said premises to them, their heirs and assigns.

It does not appear that these trusts have ever been renewed.

We have been unable satisfactorily to trace the origin of the respective foundations which are the subject of this deed. A traditional reputation in the town ascribes them to the gift of Sir Thomas Puckering, but this may have arisen from the circumstance of certain payments to the poor inmates being made out of the lands formerly of Sir Thomas. It seems more probable that these foundations are the same of which Sir William Dugdale, in his *History of the Antiquities of Warwickshire*, speaks in the following passages, viz.

“Besides this hospital of the Earl of Leicester's foundation, is there another without the said West Gate, in part of the buildings sometime belonging to the before-specified guild, (the united guilds of St. George and the Holy Trinity) wherein are eight poor women, who have 34*s.* 8*d.*, payable amongst them by even portions (once a quarter) out of Sir Thomas Puckering's estate, which women do also receive clothing for two years in December, from the bailiff of Warwick, and minister of St. Mary's, provided for them out of the sum of 8*l.* per annum, payable out of Sir Thomas Puckering's estate for that purpose, and for the like clothing of the poor in St. Michael's Hospital; and the third year have they the said sum of 8*l.* shared equally amongst them.”—Dugd. Warw. 336

It appears in the preceding page of the same book, that out of the revenues

St. Mary.

West Gate Alms-
houses, &c.

St. Mary.

West Gate Alms-
houses, &c.
continued.

of the united guilds above mentioned, there was paid "to eight poor people of the same guild, 8 *d.* a week, of ancient custom, amounting to 34 *s.* 8 *d.* per annum."

In another place (page 332,) is the following passage:

"The next place of note for antiquity lying within the precincts of Warwick is the hospital of St. Michael, situate on the north side of the town, at the lower end of that street called Saltsford, near the chapel of St. Michael before spoken of. This being founded by Roger Earl of Warwick, about the latter end of Henry I., or the beginning of King Stephen's time, had, besides what it was then endowed withal, little given thereto, other than those obventions and tithes of the Assards of Wedgnock, as also of the pannage and venison by Waleran Earl of Warwick, so that the whole revenue thereof, by the survey taken in 26th Henry VIII., was certified to amount to no more than 10*l.* 2*s.* 4*d.* over and above reprises, all which issued out of lands in Warwick, excepting 6*s.* 8*d.* yearly rent of assize for something that belonged thereto situate in Avon Derset, out of which 26*s.* was annually paid to certain leprous persons residing there, towards their maintenance. But by another survey made in 37 Henry VIII. I find that the revenue thereof, over and above all reprises, amounted to 10*l.* 19*s.* 10*d.*, and that it was founded by a king, to give alms weekly to poor people, as also to harbour them. Howbeit at that time there being no master there resident, the same was demised by lease, with all the rents and profits thereto belonging, to one Richard Fisher, paying therefore, yearly, 10*l.*, which Richard did then weekly distribute 8*d.* to the poor, and found four beds for their lodging, giving 8*d.* a week to a certain poor woman attending on the poor men and making their beds. But at this time the poor people there resident are only women, and eight in number, having 4*l.* per annum distributed amongst them out of the Priory Lands (late Sir Thomas Puckering's), at Michaelmas and our Lady-day, by equal portions."

The Priory Lands here mentioned, upon the death of Sir Thomas Puckering, became the property of his nephew Sir Henry Puckering, alias Newton, mentioned in the deed above abstracted, and about the date of that deed were purchased by Mr. Henry Wise, the party to that deed of the first part, in whose family they have since continued, being now the property of the Rev. Henry Wise.

The annuity of 4*l.* is still paid out of the Priory Lands in quarterly payments of 2*s.* 6*d.* to each of eight poor women inhabiting the Saltisford almshouses, who are placed in them from time to time by the Rev. Mr. Wise, as they heretofore were by his predecessors, owners of that estate. This building is also kept in repair by Mr. Wise. It consists of four houses under one roof, each house containing two rooms.

The West Gate almshouses are occupied also by eight poor women, widows, placed in them from time to time by the owners of the Priory estate, by whom this building is also kept in repair. It also consists of four houses, containing eight rooms under one roof.

These poor widows continue to receive from Mr. Wise, the ancient payment of 13*d.* each, quarterly, mentioned in the passage above extracted from Dugdale, making an annual payment of 34 *s.* 8 *d.*

It does not appear that there are any other constant payments made to the poor of either of these foundations, but they generally participate in the other charities of the parish.

YARDLEY'S ALMSHOUSE.

Yardley's Alms-
house.

It is stated upon a Benefaction Table in St. Mary's church that Mr. *John Yardley* gave a house in the Saltisford for four poor women of this parish to dwell in.

The tablet containing this inscription is dated 1712, but no date is assigned to the gift, nor are there any documents at present found respecting it; but there is a house in Saltisford which is understood to have been given by Yardley, and which contains four apartments appropriated as dwellings for four poor families, parishioners of St. Mary, placed there by the parish-officers. These poor people are supported by the parish, and the repairs of the building are defrayed from the poors rate.

This house is found to correspond in description with the house mentioned in a new trust-deed, dated 18th September 1788, between Francis Edward Holyoak,

Holyoak, esq. (eldest son and heir-at-law of John Holyoak, late of Warwick, M.D. who died seised as surviving trustee of the premises thereafter granted,) of the one part, and the Rev. Marmaduke Matthews, vicar of the parish of St. Mary in Warwick, William Eborall and Thomas Eborall, churchwardens, and Samuel Tidmas, Joseph Parker, Thomas Cumines, and Joseph Thompson, overseers of the poor of the same parish, of the other part, whereby the said Francis Edward Holyoak, for continuing the trusts of the said premises, granted and conveyed to the parties of the second part, their heirs and assigns, "all that messuage or tenement, with the garden and appurtenances, situate in the street called the Saltisford in Warwick, then divided into four tenements, three of which were in the occupation of John Richards, Joseph Parsons, and ——— Gibbs, widow, and the other was empty," upon trust, to distribute the rents and profits thereof amongst such poor people of the said parish of St. Mary, at such times and in such manner, as they should think proper objects to receive the same.

It does not appear that any renewals of this trust have since taken place.

CORPORATION ALMSHOUSES.

There were formerly some almshouses situate in a place called Rosemary Lane, near Sanders's Row, in the parish of St. Mary, which were taken down about 40 years ago by the Earl of Warwick, and the site inclosed in his garden. His Lordship thereupon had several other houses built on some ground belonging to him in the Saltisford, which he gave up for the purpose, in the stead of those he had so taken down.

It is supposed that some exchange had taken place with Lord Warwick, but who was the other party to that exchange, or by what authority it was made, is not known.

The number of houses built by Lord Warwick was 10; 12 were afterwards erected by the parish, into which two of those originally built by Lord Warwick have been taken, and five additional ones have been lately built by the parish, making the whole number now 25.

The houses are kept in repair by the parish, and the poor people, who are all parishioners of St. Mary, are placed there by the parish-officers.

BUSBY'S CHARITY.

By Indenture of Release, dated 11th October 1740, between John Williams and John Moore, surviving executors of *Matthew Busby*, and also surviving trustees of his real estate, of the one part; and Edward Tart, vicar of the parish of St. Mary, Warwick, clerk, William Wright, William Wright the younger, William Moody the younger, and William Moore, of the other part; reciting that the said Matthew Busby, by his will, dated 21st May 1723, gave all his land, messuages or tenements and premises situate within the borough of Warwick, or elsewhere within the county of Warwick, to the said John Williams and John Moore, and others therein named, their heirs and assigns, for ever, and also all his personal estate, in trust, that the same should be sold, and the money thereby raised employed and given as therein expressed, viz., he gave thereout the sum of 105*l.* and such further sum of money as his said trustees should think fit, to purchase one or more piece or pieces of land for ever, for placing out one boy of the said parish of St. Mary, upon the feast-day of St. Matthew every year for ever; and he further charged the land so to be purchased with the payment of 1*s.* weekly, to be laid out in bread, and distributed every Sunday to the poor of the said parish; and he declared his will to be, that if any of his said trustees should not continue to dwell in the said parish of St. Mary, or they should be reduced to the number of three, the said three survivors should by feoffment, or other good assurances in writing under their hands and seals, appoint and make to act with them in the premises four feoffees or trustees, and the vicar, or his curate, of the parish of St. Mary for the time being, to the intent that his charity might continue for ever; and further reciting, that the executors had duly proved the will, and that upon settling their account it appeared that all the real and personal estate of the testator had been applied and disposed as by his will was directed, save only the messuage or tenement and premises thereafter mentioned, and of which the said testator was at his death seised in fee, or of some other good estate of inheritance, the rents and profits of which had been paid and applied as by the

St. Mary.

Yardley's Alms-
house,
continued.

Corporation Alms
houses.

Busby's Charity.

St. Mary.

Busby's Charity,
continued.

said will was directed, but that the said trustees had not yet sold the same, and were therefore willing and desirous that the same should remain for ever, to and for the several uses and purposes thereinbefore recited; It was witnessed, that the said parties of the first part did thereby grant and release to the said parties of the second part, their heirs and assigns, all that messuage or tenement with the appurtenances, situate in the parish of St. Mary aforesaid, in a lane called Swan-lane, known by the sign of the Peacock, and all outhouses, &c. to the same belonging, to hold to the use of the said parties of the first and second parts, their heirs and assigns, for ever, upon trust, to apply the rents and profits thereof to and for the several uses and purposes in the will of the said testator mentioned; and also from time to time, when and as often as there should be occasion, to make and appoint such new or other trustees of the said premises as by the said will is directed.

These trusts have been from time to time renewed by successive conveyances, the latest of them being dated 28th December 1794, whereby the premises were vested in Francis Dawes, John Tomes, William Russell, Thomas Collins, John Eyers, and Samuel Roe, their heirs and assigns, of whom Mr. Tomes, Mr. Russell, and Mr. Collins, survive, the house being described as having been successively known by the names or signs of the Peacock, the Dolphin, and then of the White Hart.

The White Hart Inn is now held by Robert Chadband, as tenant from year to year, at the annual rent of 16*l.*; it has been held at this rent from Lady-day 1805, previously to which it was occupied by the mother of the present tenant, at the rent of 11*l.*

It is probable that this house would produce a greater rent if let by public competition, but the family of the present occupier have been many years in possession, and are regular in the payment of their rent, and do the principal repairs; and the trustees are therefore disinclined to make any alteration in the holding.

From this rent, after paying 7*s.* 3*d.* for land-tax and receipt-stamps, a weekly distribution of 12 threepenny loaves is now made, the annual cost of which is 7*l.* 16*s.*, the amount of this gift having been increased in consequence of the size of the penny loaf being too small for a useful distribution. This increase took place in the year 1807. The bread-money is paid to a baker, who delivers the loaves every Saturday to 12 poor parishioners, a list of whom is provided by the trustees, and vacancies as they occur by death are supplied by them. The persons relieved are such as the trustees think most in need of aid.

Apprentices are also put out, as far as the funds will allow, with premiums for the most part of 10*l.* The children are appointed by the trustees from among the poor of the parish of St. Mary, upon application made by the parents, and on inquiry into their circumstances.

In the last 12 years 12 apprentices have been put out, there having been at the commencement of that period a small balance in hand, and property-tax having been subsequently returned to the amount of 11*l.* 7*s.* 10*d.*

At the last balancing of the account in August 1826 there was a small sum of 8*s.* 2*d.* due to the trustees.

AYLWORTH'S CHARITY.

Aylworth's Charity.

An account of the origin of this charity, and of the present state of the property belonging to it, will be found in a subsequent part of this Report, among the charities at Kineton.

It will there be seen that the present rent of the charity-land, being 52*l.* a year, is received by the trustees for the parish of Kineton, who pay over to the trustees for Warwick, 2*l.* 12*s.* for a weekly distribution of bread, and after defraying some small charges, three sevenths of the net residue of the rent; this proportion amounted in the year 1825 to 18*l.* 2*s.* 10*d.* $\frac{1}{2}$.

The 2*l.* 12*s.* is paid to a baker, who supplies bread to the amount, which is given away every Sunday at St. Mary's church, in twopenny loaves, to six poor persons of the parish of St. Mary, who are appointed by the vicar and churchwardens, and continue to receive the charity while they live.

The proportion of the residue of the rent is usually divided among the Warwick trustees, who distribute it at their discretion, in coals and gowns; these gifts are not now confined to the poor of Castle-street Ward, that ward not being sufficiently populous to afford a sufficient number of proper objects

objects for the charity. All the poor in that ward who are considered as proper objects partake of them, and the rest are taken from the parish at large.

St. Mary.
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BLISSETT'S CHARITY.

Joseph Blissett, by Will, dated 20th April 1712, gave the sum of 150*l.* to his executors, on trust, so soon as conveniently they could after his decease, to lay out the same, with the approbation of his trustees after named, in the purchase of lands of inheritance, and the rents and profits thereof he willed should be yearly, for ever, laid out in bread, and be disposed of as follows; that is to say, he willed that eight threepenny loaves should be every Lord's Day given to eight poor housekeepers of the parish of St. Mary, in the borough of Warwick, for ever, at the discretion of his said executors and trustees, and the survivors and survivor of them, and the heirs and assigns of such survivor, as they should think fit and convenient; and his will was, that if there should happen to be any overplus of the said rents and profits, after the said bread so to be distributed should be paid for, such overplus should be employed in defraying the charges of his said executors and trustees when they should happen to meet about the execution of that his will, which he desired they would do within one fortnight next after the 24th of June yearly, to consult about the due execution thereof: And his will further was, that his said executors should, with the approbation of his said trustees, out of the rents and profits which should arise out of the said lands so to be purchased in the first year next after such purchase should be made, cause an inscription to be made and placed in some convenient place in the parish-church of the said parish of St. Mary, declaring his said bequest; and he appointed the Rev. Moses Hodges, of Warwick, D. D., Richard Lyddiat, of the same place, clerk, and Thomas Vennor, of Westbourne, executors of his said will; and William Colmore, the younger, of Warwick, esq., Robert Heath, of the said borough, gent., and Edward Willis, of the same borough, gent., trustees and overseers of his said will, desiring them to be assisting to his said executors in the due execution thereof.

The Returns to Parliament under Gilbert's Act state the charity of Joseph Blissett to consist of a rentcharge of 5*l.* 4*s.* given by his will in 1713 for bread to eight poor housekeepers, and such a charge appears in fact to exist upon a house and premises at the corner of Church-street, in Warwick, heretofore the property of Abraham Murcott, now, in separate parts, of Henry Harper, of Alcester Heath, Warwick, and Thomas Stiles, which is understood to have arisen from the charity of Joseph Blissett, but at what time, or in what manner, or under what circumstances, the charge was imposed, we have been unable to learn.

A new house, which had been added to the premises, having been lately sold by Mr. Harper to Thomas Stiles, it was covenanted between them that the latter should pay to the churchwardens and overseers of St. Mary the weekly sum of 6*d.*, or deliver to them two threepenny loaves of bread in lieu thereof, as an apportioned part of the charge of 2*s.* per week to which the premises were subject; the weekly sum of 1*s.* 6*d.* the residue of the charge, remaining to be paid by the said Henry Harper.

In respect of this charity eight threepenny loaves are sent by a baker to St. Mary's church every Sunday, and there distributed to eight poor housekeepers of that parish, who are appointed by the vicar and churchwardens to receive them, and who continue to enjoy the charity while they live and reside in the parish.

The baker is paid by the proprietors of the houses charged in the respective proportions above specified.

ROTHWELL'S CHARITY.

Nicholas Rothwell, by Will, dated 3d February 1729, gave his close or meadow-ground called Friar Meadow, in or near Friar-lane, otherwise Queenwell-street, in the borough of Warwick, together with a stable thereon lately erected, to Charles Watts, William Smith, John Jones, Edward Rogers, John Dadley, his (the testator's) son Nicholas, and Robert Coles, their heirs and assigns, upon trust, to apply and dispose of the yearly rents and profits thereof unto and among such and so many poor and needy people of the parish of St. Mary as they should think proper, in bread and meat at Christmas, yearly,

St. Mary.

Rothwell's Charity,
continued.

for ever: And his will was, that when the said trustees should be reduced to two by death or otherwise, those two should choose five more fit and substantial inhabitants of the said parish to be trustees of that his charity, and should cause such new trustees to be added by a proper conveyance, the charges whereof should be defrayed out of the rents of the said trust-estate, and so from time to time as often as occasion should require.

The earliest trust-deed which is now found among the documents of the charity, is dated 12th November 1777, whereby Edward Croft, described as surviving feoffee, conveyed the premises to the hon. Charles Francis Greville, Henry Christopher Wise, Charles Porter Packwood, Joseph Eborall, Francis Hiorn, John Sharp, and Thomas Greenway, their heirs and assigns, upon the trusts declared in the will.

The latest trust-deed bears date the 25th June 1825, whereby the premises were vested in the right hon. Henry Richard Earl Brooke and Earl Warwick, Kelynge Greenway, the Rev. Thomas Cattell, Matthew Wise, Charles Gregory Wade, John Wilmshurst, and George Cattell Greenway, their heirs and assigns, upon the trusts before declared.

In these several trust-deeds the close is described as having been theretofore called Friar Meadow, but then more commonly called by the name of the Bread and Meat Close.

These premises consisting of about $1\frac{1}{4}$ acre of land, with a stable and small cart-house thereon, are now in the occupation of William Collins as yearly tenant, at the annual rent of 14*l.* 14*s.* The rent was raised to this sum in the year 1817, having been 10*l.* 10*s.* from the year 1813, before which time it had been at 5*l.* for several years, the premises being during the whole time held by the same tenant, and his grandfather before him. The present rent appears to be the full value of the premises, a part of the land being used as garden-ground. The stable, which had become very ruinous, has been recently rebuilt by the tenant in a very substantial manner, towards the expense of which he was allowed by the trustees the sum of 29*l.* 2*s.*, as appears from the accounts for the year 1826.

The rent, after deducting 3*s.* for land-tax, and 6*d.* for receipt-stamps, and from time to time the expense of preparing new trust-deeds, which in 1825 amounted to 10*l.* 9*s.*, is distributed in bread and beef at or about Christmas, among poor persons of the parish of St. Mary, selected for the purpose by the trustees. This distribution, which was formerly made every year at Christmas, has been of late years postponed to every second year, and in consequence of the anticipated expense of preparing the new trust-deed of 1825, and that of rebuilding the stable as above mentioned, the rents of the four last years ending at St. Thomas's-day 1825, were kept in hand until those expenses were ascertained, on payment of which there remained in the hands of the treasurer a balance of 18*l.* 13*s.*, which by an order of the trustees, made the 5th August 1826, was directed to be placed in the hands of Messrs. Whitehead and Co. bankers at Warwick, until Christmas then next, to be then applied as usual to the purposes of the charity.

FULK WEALE'S CHARITY FOR CLOTHING AND TEACHING.

Fulk Weale's
Charity
for Clothing and
Teaching.

Fulk Weale, of the borough of Warwick, woollen-draper, by his Will, dated the 1st February 1729, after devising his messuage in the street called Hog-hill in Warwick, his two closes in the parish of St. Mary, Warwick, called Linnen Lane Close, and Meadow, and his messuage in the High Street in the said borough, in his own and Mr. William Smith's possession, to his servant, Ann Collins, for life, and after her death to George Weale, and the heirs of his body, and in default of such issue to his own right heirs, gave and devised all his messuages, cottages, grounds, closes, lands, tenements, and hereditaments in the said borough of Warwick, or elsewhere in the county of Warwick, and all other his real estate wheresoever, to George Weale, and the heirs of his body, and in default of such issue, to his own right heirs, subject to the payment of 40*s.*, payable on the 21st of December yearly, for ever, to the minister and churchwardens of the parish of St. Mary, in the said borough, for the clothing of two poor boys of the said parish, with coat, waistcoat, and breeches, and for paying for their schooling, as he had theretofore done at the public school in Warwick, yearly.

By

By Deed-Poll dated 5th August 1802, reciting the above bequest of Fulk Weale, and further reciting, that by Indentures of Lease and Release, dated 24th and 25th May 1799, a messuage and premises situate in the Barley Market, in the parish of St. Mary, in the borough of Warwick, formerly the Masons Arms public-house, but then divided into two dwelling-houses, in the respective occupations of William Chamberlayne and Edward Waren, together with a shop, formerly a little messuage adjoining the back of the said dwelling-houses, were conveyed to Josiah Barnett and John Francis Dawes, and the heirs of the said Josiah Barnett, subject to the payment of 40s., on the 21st of December, yearly, to the minister and churchwardens of the parish of St. Mary, for the clothing of two poor boys of the said parish, with coat, waistcoat, and breeches, and for paying for their schooling at the public school at Warwick; and that the said two messuages, shop, and premises, were parcel of the premises devised by the will of the said Fulk Weale to George Weale, subject as therein-before mentioned; and further reciting, that several other messuages, cottages, lands, tenements, and hereditaments, devised to the said George Weale as aforesaid, had been long since sold and disposed of, and it was agreed and consented to by the said Josiah Barnett, that the said dwelling-houses, shop, and premises conveyed to his use as aforesaid, should remain subject to and chargeable with the payment of the whole of the said 40s. yearly, for the purposes aforesaid, he the said Josiah Barnett declared, that the said messuages, tenements, or dwelling-houses, shop, and premises, were so conveyed to his use as aforesaid, subject to, and should remain charged with, the payment of the said sum of 40s. on 21st December, yearly, to the minister and churchwardens of the parish of St. Mary in Warwick, to be by them disposed of in such manner and for such purposes as in the will of the said Fulk Weale was mentioned.

St. Mary.
—
Fulk Weale's
Charity
for Clothing and
Teaching,
continued.

The premises described in the last deed consist at present of three houses in a square near the market-place, now called Mount Pleasant, one of them the property of the occupier Thomas Checkley, a hosier, the other two the property of Thomas Kemp, a cooper, who occupies one of them, the other is occupied by Richard Adey, a hair-dresser. The rentcharge of 40s. is wholly paid by Checkley.

In respect of this gift two boys are sent by the vicar and churchwardens to the charity-school kept at the East Gate Chapel, of which an account has been given under the head of Mrs. Greville's Charity. The sum of 16s. is paid for the schooling of these two boys, and the rest of the annuity is applied in providing them with clothing.

There has been considerable irregularity in receiving this rentcharge, which has occasioned the boys frequently to be unprovided with clothing. There is at present in the hands of Mr. Boudier, the vicar, a sum of 7*l.* 8*s.* 9*d.*, out of which he has to pay for the clothing which has been ordered for the present scholars. The rest he purposes to apply in making some small additions to the annual cost of the clothing, and which appear to be now necessary in order to supply all the articles directed by the donor of good materials.

HADLEY'S CHARITY.

John Hadley, by Will, dated 30th June 1702, devised to his cousin Elizabeth Marriett, for her life, a messuage or tenement, with the appurtenances, situate in the parish of St. Mary, in the borough of Warwick, in a lane there called Cow-lane, adjoining to Sir Thomas Puckering's almshouses there, on the south side thereof; and after her death he devised the same to his brother Richard Hadley, and his son-in-law Robert Farmer, and their heirs, in trust, to employ the rents and profits yearly in keeping the said messuage in repair, and the overplus, after such repairs, to be employed to the same use as the 100*l.* thereafter mentioned to be by his executors laid out in purchasing land for putting out a poor child apprentice; and he directed that his executors should out of his personal estate purchase lands of the full value of 100*l.*, which they should settle upon themselves and certain persons therein named, and their heirs, whom he appointed the trustees of his gift, together with his messuage in Cow-lane, after the decease of the said Elizabeth Marriett; and he directed that the rents and profits thereof yearly, for ever, should be employed by his trustees in putting out a poor boy or girl of the said parish of St. Mary, as an apprentice; and he directed, that when his trustees should be reduced to three,

Hadley's Charity.

St. Mary.

Hadley's Charity,
continued.

the survivors should convey to the use of themselves, and so many other honest and substantial men of the said parish of St. Mary, as they should think fit, and their heirs, the land so to be purchased, and the said messuage in Cow-lane, to the uses before declared.

By Indenture, dated 1st February 1711, between Robert Farmer, described as surviving executor of the will of the said John Hadley, and Elizabeth his wife, of the first part; Robert Holmes, and Dorothy, his wife, and Ananias Clarkson, and Mary his wife, of the second part; and William Eades, clerk, Henry Heath, Nicholas Rothwell, and Matthew Busby, of the third part; reciting the will of the said John Hadley as above abstracted; and further, that the said Robert Farmer had in pursuance of the said will purchased from the said Ananias, with the sum of 104*l.*, a meadow or pasture-ground called Day's Meadow, lying in Henly in Arden, in the county of Warwick, adjoining to Blackford Bridge, which said meadow the said Robert Holmes theretofore sold to John Weaver, who had devised the same to the said Ananias, and his heirs, It was witnessed, that the said Robert Farmer thereby granted, released, and confirmed to the said parties of the third part, the said meadow or pasture-ground, and the reversion of the said messuage in Cow-lane after the death of the said Elizabeth Marriett, to hold to the use of the said Robert Farmer, and the said parties of the third part, their heirs and assigns, in trust, for the purposes directed by the said will of the said John Hadley; and it was thereby agreed, that the said parties of the first and second parts should levy a fine *sur conuzance de droit*, &c. of the meadow, and the reversion of the messuage, in manner and within the time therein mentioned.

These trusts have been duly renewed by successive conveyances, by the latest of which, dated the 29th June 1805, the premises described as a messuage or tenement in Cow-lane, and the meadow called Day's Meadow, were vested in Amos Middleton, Edward Hughes, William Stiles, Walter Hill, Josiah Barnett, and John Barnett, their heirs and assigns, upon the trusts before declared.

The meadow, called Day's Meadow, containing 2*A.* 2*R.* 1*P.* is now held by Mr. John Willoughby Willey, as tenant from year to year, at the clear annual rent of 9*l.* the tenant paying the land-tax, which is now 1*l.* a year. This rent commenced at Lady-day 1820. The previous rent appears to have been five guineas, subject to 18*s.* 8*d.* land-tax, and to have continued at that rate ever since the year 1755. The present rent appears to be the fair value of the land.

The House in Cow-lane, now called Brook-street, is let to William Jordan, as yearly tenant, at the annual rent of 5*l.* 5*s.* It appears that this was formerly in two tenements, which in the year 1753, when the accounts now extant begin, were respectively let at the annual rents of 2*l.* 5*s.*; one of them was afterwards reduced to 2*l.* In the year 1789 Jordan took possession of one of these houses, at the rent of 2*l.* 5*s.* and continued therein till Midsummer 1793, from which time he became tenant of both houses at the rent of 5*l.* 5*s.* and continued to occupy them as one house till about one year and a half ago, when he let off a part at a rent of 2*s.* 6*d.* a week. The houses are estimated to be worth 12*l.* a year if put in proper repair, of which at present they are much in need, but the tenant having been long in possession, and being an old and infirm man, and in indigent circumstances, the trustees have been unwilling to remove him, or to call for an increase of rent. Upon communicating with the son of the tenant, we are given to understand that he and his father are willing to pay the trustees 9*l.* a year for the whole of the premises, and to do such repairs as are necessary. Under the circumstances we think these terms are not unreasonable.

It appears from the accounts that the money expended in the repairs of Jordan's house has amounted since he took possession to 24*l.* 1*s.* 2*d.* In the course of the same period there has also been paid 9*l.* 5*s.* 8*d.* for the expense of the last trust-deed; some trifling charges have also been defrayed for letters, &c., amounting to about 25*s.*, and the rest has been applied, in apprenticing poor children of the parish of St. Mary, Warwick, selected by the trustees, with premiums of 5*l.* each. In one instance alone they appear to have given 10*l.* The trustees have put out as many children as have applied, and for whom masters could be got, at the premium of 5*l.*, to which amount of premium they have conceived, but erroneously, as it seems, that they were limited by the founder's will. The means which they have found of apprenticing at this premium

premium have not been sufficient to exhaust the fund, and there was at the time of our inquiry, in August 1826, a balance of 80*l.* 19*s.* 2*d.* in hand. This fund they are desirous to keep in hand as a reserve, for the purpose of repairing Jordan's house when it may become necessary.

St. Mary.

Hadley's Charity,
continued.

BARON SMITH'S CHARITY FOR APPRENTICING.

By Indenture, dated the 1st November 1704, between the honourable *John Smith*, one of the Barons of the Court of Exchequer, of the first part; the mayor, aldermen, and burgesses of Warwick, of the second part; and Fulk Lord Brooke, and 14 others, all of Warwick, described as "trustees for the said mayor, aldermen, and burgesses, (among other things) in and touching the tithes thereafter granted," of the third part; reciting, that the said John Smith was minded to establish within the parish of St. Mary, in the borough of Warwick, a perpetual charity of 5*l.* by the year, to be employed either for the placing out yearly, in Easter-week, one poor boy of the said parish who or whose parent or parents then did and had by the space of six months then next before received the collection and alms of the said parish, to be nominated by the churchwardens and overseers of the poor of the said parish, or the major part of them, and approved by the mayor and aldermen of the said borough, or the major part of them, being qualified as thereafter set forth, to be an apprentice in some honest trade or employment for the space of seven years, or else for the setting up one such poor boy in such trade and employment after such his apprenticeship, being further qualified as thereafter mentioned; so that until one such poor boy should be qualified, according to the intent of the said John Smith, to receive the said 5*l.* for setting him up, there should be every year paid 5*l.* for placing one other such poor boy apprentice; and when any boy should be qualified as aforesaid to receive the said 5*l.* for setting him up, there should be paid to him the next 5*l.* that should be payable by virtue of those presents, within one month after the end of his apprenticeship; provided, that no boy should have the benefit of that charity as an apprentice, before the vicar of the said parish, and the schoolmaster of the free-school there, or one of them when there should happen to be a vacancy of the other, should certify under their or his hands to the mayor of the said borough that such boy can distinctly read the English Bible, and write legibly, and say the Church-catechism without book; nor should any boy receive any money for setting him up, before he should bring a certificate to the mayor under the hand of the parson, vicar, or curate of the parish where he had lived during the last part of his apprenticeship, that he had within three months next before such certificate received the Sacrament according to the usage of the Church of England; and reciting, that to the end that the said yearly sum of 5*l.* might be for ever raised and employed in manner aforesaid, the said John Smith had delivered to the mayor, aldermen, and burgesses the sum of 100*l.*, to be disposed of as they should think fit, to the end that the said mayor, aldermen, and burgesses might yearly, for ever, raise and pay for the purposes aforesaid the sum of 5*l.* as the product of the said 100*l.*; They the said mayor, aldermen and burgesses, in consideration thereof, thereby covenanted and granted, to and with the said John Smith, his heirs and assigns, that they would well and truly employ the said annual sum of 5*l.* in manner aforesaid; and for the better securing the true payment thereof, the said mayor, aldermen, and burgesses, and the parties of the third part, thereby granted and confirmed to the said John Smith, his heirs and assigns, all the tithes of corn, grain, hay, wool, lamb, and of every other kind whatsoever, yearly arising, renewing, and growing in and upon all the lands lying in Longbridge, within the borough of Warwick, and on the south side of the common highway leading from Warwick to Barford, to the only end and intent that in case any default should be made in the paying and employing the said yearly sum of 5*l.* in manner aforesaid, it should be lawful to the said John Smith, his heirs and assigns, to receive and take so much of the said tithes as would raise the then arrears of the said sum of 5*l.*, with all charges of raising the same, and to employ and bestow the same to and for such charitable uses within the said borough of Warwick as he or they should think fit; and that in all other cases it should be lawful for the said mayor, aldermen, and burgesses to have, hold, and enjoy the said granted tithes without the lawful let, hindrance, or disturbance of the said John Smith, his heirs and assigns.

Baron Smith's
Charity
for Apprenticing.

St. Mary.

Baron Smith's
Charity
for Apprenticing,
continued.

This charity is similarly circumstanced with that of Lady Guilford, above stated. It appears from the corporation-accounts that this sum of 100*l.* was carried to the general account of King Henry's charity, and that the annual sum of 5*l.* was duly applied out of the rents, in performance of Baron Smith's charity till the year 1736, since which time it has been discontinued.

The observations we have before made upon Lady Guilford's charity will apply equally to this.

Mrs. Turvile's
Charity.

MRS. TURVILE'S CHARITY.

Upon a Benefaction Table in St. Mary's Church, purporting to have been set up in the year 1711, is an inscription, with the date affixed to it of 1667, stating, that the corporation paid yearly to the churchwardens 3*l.* 7*s.* 2*d.*, with which linen was bought and given by the vicar and them to the poor against Easter, being the interest of 55*l.* given for that use by Mrs. *Turvile*.

It appears from the corporation-accounts that this interest of 3*l.* 7*s.* 2*d.* was paid to the churchwardens of St. Mary's from 1692 to 1736. It is sometimes, in the later entries, stated to be to buy shifts, or for linen cloth, and at others for hemp-cloth, to be distributed by the vicar and churchwardens, or by the churchwardens, on Easter Sunday.

These payments of interests have ceased from the year 1736, when the estates belonging to King Henry's Charity were laid under sequestration, as mentioned under the head of Lady Guilford's Charity. As nothing appears to show the subsequent cessation of the liability to pay this interest, which the corporation admitted themselves to be under, down to that period, we think the payment thereof ought to be continued.

MRS. HAMMOND'S CHARITY.

Mrs. Hammond's
Charity.

Alice Hammond, widow, (whose larger bequest will be found in a future Report under the head of General Charities in this county), also gave by her Will, dated 23d January 1778, 200*l.* which was due to her on a mortgage of the tolls to be collected at the turnpike-gates on the turnpike-road leading from Stratford through Henley to Birmingham, to George Earl Brooke and Warwick, Henry Wise, Henry Christopher Wise, Edward Croft, and Thomas Greenway, and their successors, to be elected as after mentioned, and to the vicars of the parish-churches of St. Mary and St. Nicholas, in the same borough for the time being, in trust, at Christmas in every year, to distribute the interest thereof among six poor widows belonging to the said parish of St. Mary, in such proportions, manner, and form, as should in the judgment of her said trustees be most fit and proper; and she directed that whenever it should happen that any one or more of her said trustees last named, except the said vicars, should depart this life, then the survivors or survivor of them, together with the said vicars, or the major part of them, should immediately proceed to the election of, and by a deed in writing under the hands and seals of them, or the major part of them, nominate and appoint, one fit, proper, honest and substantial person of the county of Warwick to be a trustee in the room of each of such trustees so dying as aforesaid; and if the survivor of her said trustees should neglect to make such appointment, it was her will that the executors or administrators of such survivor, together with the vicars aforesaid, should have full power to make such nomination and appointment as aforesaid, in order to make up the number of trustees before named.

The legacy of 200*l.* still remains outstanding on the security of the turnpike-tolls mentioned in the will, which security was effected by two indentures respectively dated the 29th September 1773, by each of which, the trustees appointed by several Acts of Parliament for repairing the roads from Birmingham through Warwick to Warmington, and from Birmingham through Stratford to Edgehill, in the county of Warwick, as far as the same related to the road from Birmingham through Stratford to Stratford Bridge, in consideration of the sum of 100*l.* lent to the said trustees by *Alice Hammond*, for the use and benefit of the said turnpike-road, assigned and transferred to the said *Alice Hammond*, her executors, &c. all such proportion of the tolls to arise between Spark Brook and Stratford Bridge as the said sum of 100*l.* therein respectively mentioned should bear to the sum of 3,060*l.* the whole money advanced on the credit of the tolls of the said road from Spark Brook to Stratford Bridge aforesaid, together with all legal and equitable remedies, powers, and authorities for the receiving and recovering the said sum of 100*l.* and interest out of and from

from the said tolls; to hold the same to the said Alice Hammond, her executors, &c. from the day of the date thereof, until the said sum of 100 *l.* with interest, after the rate of 4*l.* 10*s.* per cent. per annum should be fully repaid, clear of all deductions.

The accounts of this charity commence in the year 1781, from which it appears that interest on these securities has been uniformly paid at the rate of 5*l.* per cent. per annum, and that the interest thus received, subject to deductions for property-tax, while that tax existed, and to a deduction of 6*d.* for receipt-stamps, which still continues, has been duly divided among six poor widows of the parish of St. Mary, in equal portions.

These accounts appear to be regularly audited by the trustees, now consisting of the honourable Sir Charles Greville, and the vicars of St. Mary and St. Nicholas, the last appointment having taken place on 2d September 1811. An annual nomination of the widows who are to receive this charity takes place at a meeting of the trustees, but the same persons appear to have been uniformly appointed to receive it during their respective lives. The payments are made to them shortly before Christmas.

St. Mary.

Mrs. Hammond's
Charity,
continued.

CHURCH ESTATE.

1. By Indenture, dated 24th April 1756, Alexander Nicholls, of Warwick, eldest son and heir of Alexander Nicholls deceased, the surviving trustee of the messuage thereafter mentioned, of the one part; and Francis Clarke, of the borough of Warwick, esquire, Charles Shuckborough, Charles Bean, of the same borough, clerk, Edward Croft, George Eborall, and John Hands, of the same borough, aldermen, of the other part; the said Alexander Nicholls, for increasing the number of trustees of and for the good and pious use thereafter expressed, whereby the same might be better continued pursuant to the true intent and design of the donor, granted, released, and confirmed to the parties of the second part, their heirs and assigns, all that messuage or tenement situate on the west side of Church-street, in the parish of St. Mary, adjoining the house late of Joan Atterbury, theretofore in the occupation of Moses Robinson, and then of John Clifford Barber, upon trust, to permit the churchwardens of the said parish of St. Mary to receive, yearly, the clear rents and profits thereof, for and towards the repairing and keeping in repair the parish-church of St. Mary in the said borough.

Church Estate.

There is a subsequent trust-deed, dated 6th December 1781, whereby John Hands, the survivor of the trustees in the former deed conveyed the premises in the same terms and upon the same trusts, to the use of the Rev. Marmaduke Matthews, John Sharp, esquire, mayor of the said borough, George Cattell, Francis Hiorns, Joseph Eborall, aldermen of the said borough, Francis Dawes, Joseph Bird, William Eborall, and John Hiorns, all of the said borough, their heirs, and assigns.

In an old lease of these premises, granted to Moses Robinson in the year 1704, it is recited, that the Commissioners or Judges appointed by an Act of Parliament for rebuilding the town of Warwick, did by their decree, bearing date 13th March 1704, order and decree to Robert Farmer, Alexander Nicholls, William Horn, William Roe, William Dudley, and Thomas Dudley, for the considerations therein mentioned, all that moiety or half part of a toft or parcel of burnt ground, whereon, before the then late fire, stood a messuage theretofore given for and towards repairing and keeping in repair the church of St. Mary in the said borough, lying on the west side of the Church-street there, being that part next adjoining to the house of Joan Atterbury; and also all that messuage or tenement, and other buildings, which the said Moses Robinson had then lately rebuilt upon the said ground, to the intent and upon trust, that the said Robert Farmer and others should demise the premises to the said Moses Robinson under the rents, covenants and proviso in the said decree mentioned; and the lease goes on to grant the said premises to the said Moses Robinson for 60 years from Michaelmas 1704, at the yearly rent of 5*l.*

We find no further information as to the original donor of these premises.

This house is now held by Mrs. Keyte, under a lease granted by the Rev. John Boudier, vicar of St. Mary, and John Arkesden and John Morris, churchwardens of the same parish, and which said John Boudier, and John Arkesden and John Morris, are described to be, as vicar and churchwardens of the same parish, trustees of St. Mary's church-estate, to Richard Saunders,

St. Mary.

Church Estate,
continued.

for 35 years from Michaelmas 1813, at the yearly rent of 10*l.*, in which lease it is recited, that the messuage, out-buildings, and garden thereby demised, were part of St. Mary's church-estate; and that the messuage and buildings being in a ruinous state, great part having fallen down, the same was agreed to be demised to the said Richard Saunders for the term and at the rent aforesaid, on condition that he should put the said messuage or tenement, outbuildings, and walls, into substantial repair, and that the said Richard Saunders had accordingly put the same into substantial repair, and had expended therein the sum of 400*l.*

The rent is carried to the churchwardens general account.

2. There is another house, out-buildings, and premises in West-street, Warwick, now the Mermaid Inn, belonging to the church-estate, the rents of which are likewise carried to the churchwardens general account, but it is not known how the property was acquired.

This house is now in the occupation of William Fincher, under a lease thereof granted by the Rev. Marmaduke Matthews, vicar, John Arkesden, and John Allen, churchwardens of St. Mary, described as trustees of the messuage and appurtenances thereafter demised, to John Court, for 42 years from Lady-day 1802, at the yearly rent of 5*l.*, the lease reciting that the messuage and out-buildings were in a ruinous state, and that it had been agreed between the parties that the lessee should lay out 500*l.* in rebuilding part of the messuage, new fronting the whole thereof, raising the roof, making a cellar, and improving the premises, and that he had accordingly expended 490*l.* in such re-building and improvements; and the lease contains a covenant from the lessee that he will lay out the remaining 10*l.* as had been agreed.

The front part of the house has been re-built by the lessee, and the house itself is in good repair; but the stables and other out-buildings are in bad condition.

LADY KATHERINE LEVESON'S CHARITY.

Lady Katherine
Leveson's Charity.

An account of Lady *Katherine Leveson's* charity, usually called the Foxley Charity, will be found in our 14th Report, p. 318, under the head of General Charities in the county of Northampton.

It will there be seen that by a codicil to her Will, dated 21st February 1670, she gave, among other things, out of the rents of her estate at Foxley in Northamptonshire, 40*l.* a year, for the repairs of the chapel on the south side of the choir of the church of St. Mary, Warwick, where her ancestors were interred, and if there should be any overplus of the said money after the chapel should be from time to time repaired, she directed that it should be distributed among the poor brethren of the hospital at Warwick, founded by the Earl of Leicester her grandfather; and she appointed the mayor of Warwick, and his successors for the time being, and William Dugdale, esq. (afterwards Sir William Dugdale) and his heirs, to be overseers of that branch of her charity.

By an Act of Parliament passed in the 12th Geo. 3, for establishing the Foxley charity, the then co-heirs of Sir William Dugdale were discharged from the trusts above mentioned, and the same were transferred to Richard Geast, of Blythe Hall, in the county of Stafford, esquire, who inherited the estate, and bore the arms of Sir William Dugdale and his heirs male.

The present administrator of this charitable fund, in conjunction with the mayor of Warwick for the time being, is Dugdale Stratford Dugdale, esq. M.P. of Merevale, near Atherstone, who succeeded to the trust in 1802.

Upon inspecting the accounts of this charity (which are kept in a chest at Warwick, of which the mayor has one key and Mr. Dugdale the other), it appears that the funds have for the most part been applied to the repair of the chapel and of the monuments therein (usually called the Lady's Chapel or the Beauchamp chapel) in St. Mary's church. No regular payments have been made of the surplus income to the brethren of Leicester's hospital; occasional sums have been paid them, but at very distant intervals, out of the funds in hand, the balances being retained to answer future repairs. Since the transfer of the trust to Mr. Geast in 1773, only two such payments appear to have been made, viz. in 1802, when 100*l.* was paid to the 12 poor brethren, and in 1817, when 50*l.* was paid to them.

Some large repairs have been lately effected, which will probably render any considerable expenditure unnecessary for some time to come, and leave a surplus applicable

applicable to the use of the poor brethren. At the last settlement of the accounts on the 6th December 1826, there was a balance in hand of 2s. 10½d.

St. Mary.

LOST CHARITIES.

Upon a Tablet in St. Mary's church, purporting to have been put up in 1712, it is stated that Mr. *John* and Mrs. *Joan Stanton* gave 50*l.* (at what period is not mentioned) the interest of it to be disposed of in gowns to the poor, West-street ward.

Lost Charities.

It further records a sum of 50*l.* given to the poor of Saltisford, (when and by whom does not appear,) then reduced to 19*l.* in the wardmens hands of that ward.

Also a sum of 16*s.* yearly given to the poor of the Saltisford, (by whom is not stated,) issuing and payable out of Ward's close.

We can gain no further information whatever concerning either of these charities.

PARISH OF ST. NICHOLAS.

EARL BROOKE'S CHARITY.

We find no other account of the origin of this charity than the entries in the corporation-books, from which it appears that in the year 1721, 10*l.* was received from Lord *Brooke*, as his gift for the schooling and clothing of 12 poor girls, and similar receipts continue to be credited, and corresponding disbursements charged, down to the year 1736, when the corporation-accounts cease. From that period it is probable that the receipts and disbursements of the charity were transferred from the corporation to other hands, as it is not believed that any intermission of the charity since its first commencement as above stated has ever taken place.

St. Nicholas.

Earl Brooke's
Charity.

The sum of 7*l.* 16*s.* a year is now paid by the steward of the Earl of Warwick, by half-yearly payments, to the master of the charity-school at the East chapel, for the education of 12 girls, and clothing is provided for them at the Earl's expense, consisting of gowns, petticoats, caps and tippets, the cost of which in each of the two last years was 6*l.* 1*s.* These girls are appointed by the churchwardens of the parish of St. Nicholas, and are wholly of that parish.

FURNIS'S CHARITY.

A Benefaction-table in the church of this parish records, under the date of 1628, that *Henry Furnis* charged three of his houses in the Bridge End with 2*l.* 13*s.* annually, to be distributed in penny bread every Sunday, to such poor people of that parish as were most diligent in the service of God, used in the said parish, and were of most sober and orderly conversation.

Furnis's Charity.

The sum of 2*l.* 12*s.* is received by the churchwardens in two sums of 13*s.* 4*d.* and 6*s.* 8*d.* from the steward of the Earl of Warwick, in respect of two houses in the Bridge-End, and a further sum of 1*l.* 12*s.* from Mr. Radford of Lillington. This latter payment began in the life-time of Mr. Radford's father, by whom it was made in respect of a house then his property in the Bridge End. He subsequently exchanged that house with the Earl of Warwick for lands also in the Bridge End, but which he afterwards exchanged for a farm, which the son now occupies, in Lillington. No notice having been taken in the conveyance to Lord Warwick of the rentcharge to which the house was subject, Radford, and since his death his son, have continued to pay it.

This sum of 2*l.* 12*s.* is distributed every Sunday in twopenny loaves, among six poor persons of the parish of St. Nicholas, appointed by the vicar and churchwardens, who continue to receive the same for life.

CHARITIES OF WILSON, FURNIS, AND OWEN.

By Indenture, dated 25th November 1768, between William Greenwood, D.D., Richard Taylor, George Cattell, Thomas Jeacock, and John Radford, all of the borough of Warwick, of the one part; and James Hadow, M.D., John Bird, Walter Parry, John Cattell, Edward Williams, Thomas Cooke, and Joseph Radford, all of the same borough, of the other part; reciting that the said parties of the first part were the surviving trustees of the land and premises after mentioned, which were therefore given and settled by *John Wilson*, *Henry Furnis*, and *Thomas Owen*, in trust, and to the intent that the clear rents and profits thereof should be applied and expended by the trustees for

Charities of
Wilson, Furnis, and
Owen.

St. Nicholas.
 ———
 Charities of
 Wilson, Furnis, and
 Owen,
continued.

the time being in buying and providing ordinary cloth, to be given and distributed by them annually, for ever, between the first day of November, and the feast of St. Thomas the Apostle, among such and so many poor men and poor women of the parish of St. Nicholas in the said borough, after the rate of four yards of such cloth to each poor man, and three yards to each poor woman, as the quantity of cloth so purchased, would extend to clothe them, as should by the trustees be esteemed proper objects of charity; and reciting that it had been found very convenient and proper, when the number of the trustees of the said charity had been reduced by death to six or less in number, for the surviving trustees to nominate and choose so many other persons as should, together with the then surviving trustees, make up the number of twelve, to act as trustees in receiving and applying the rents and profits of the said premises to the said charitable uses, and for such surviving trustees to convey the said lands and premises to such persons so elected, in order to empower them to act jointly with themselves; and reciting, that the said parties of the first part, being as aforesaid the only surviving trustees, and being only five in number, had nominated and chosen the said parties of the second part to be co-trustees, and to act with them in the performance of the said trust, and in order to enable them so to do; It was witnessed, that they the said parties of the first part did thereby grant, release and confirm to those of the second part, their heirs and assigns, a messuage or tenement, and also a close, or inclosed piece of meadow or pasture-land, lying near or adjoining and belonging to the said messuage or tenement, containing by estimation two acres, with the appurtenances, situate in Bishops Tachbrook, in the county of Warwick; and a close, or inclosed pasture-ground theretofore reputed two several closes, containing by estimation six acres, lying in Myton, in the parish of St. Nicholas, in the borough of Warwick, with all houses, outhouses, &c. to the said messuage, closes and premises belonging; to hold to the use of the said several parties of the first and second parts, their heirs and assigns for ever, in trust, to apply the rents and profits (after deducting thereout the necessary and incident charges of the said trust and charity, and the sum of 5*s.* annually to be spent by the trustees when they should meet to consult about and to appoint and direct the distribution of the charity yearly) or so much thereof as should be necessary, in buying and providing ordinary cloth for, and also yearly, for ever, between the 1st of November and the feast of St. Thomas the Apostle, distribute and deliver such cloth among, such and so many poor men and women of the parish of St. Nicholas, in the said borough of Warwick, as should by the said trustees be deemed most proper objects of charity, and as the quantity of cloth would extend to, after the rate of four yards for each poor man, and three for each poor woman, without intermission; and in case any overplus should happen to remain in any year, the same should be carried on in the account to be applied in the year ensuing to the purposes aforesaid; and it was provided, that whenever it should happen that the trustees should by death, or going to reside out of the said parish, be reduced to four in number, or sooner if the survivors should think fit, it should be lawful for the said survivors to nominate and appoint other fit persons, being honest and substantial inhabitants of the said parish of St. Nicholas, to be trustees in the room of such as should be dead, or gone to reside out of the parish, and should in six months after such death, or going to reside out of the parish, convey and assure the premises unto the new elected trustees, to the use of them and of the trustees so conveying, their heirs and assigns, upon the trusts before mentioned.

By a subsequent trust-deed, dated 3d August 1799, (the last which has been executed,) the premises were vested in 12 new trustees, of whom Edward Wheeler, the Rev. Hugh Laugharne, and Benjamin Sedgley, are now the only survivors; in this deed the premises are conveyed by their former description, with the addition to the land in Myton, of having been late in the tenure or occupation of Thomas Cook.

Of the origin of the charities mentioned in the above abstracted deeds the benefaction-tables notice only those of Furnis and Owen, the former as consisting of a sum of 20*l.* in addition to his before-mentioned annuity of 2*l.* 13*s.*, and the latter (which is mentioned under the date of 1641) as consisting of a sum of 50*l.* with which (it is added) and the 20*l.* left by Henry Furnis, was purchased a close adjoining to Myton Lane, the rent of which was applied

applied to the relief of the poor of the parish, and that the said purchase was approved by a decree of the Commissioners for Charitable Uses in the 21st Charles II.

We have inspected at the Petty-Bag Office a decree of Commissioners of Charitable Uses, which certifies a previous inquisition, whereby it had been found that two legacies, the one of 50*l.* by Thomas Owen, and the other of 20*l.* by Henry Furnis, had been laid out in the purchase of a close or pasture, theretofore reputed as two closes, containing by estimation six acres, lying in Myton in the parish of St. Nicholas, between a lane called Myton Lane on the east part, and the field called Myton Field on the west, and which decree directs that the rents and profits of the land so purchased should be for ever employed for the maintenance and relief of the poor of the parish of St. Nicholas. As it thus appears that the land in Myton was purchased with the legacies of Furnis and Owen exclusively, it follows that the premises in Bishops Tachbrook must be attributed to the charity of Wilson; and accordingly in a lease granted of those premises in 1809, by the then trustees, they are described as having been theretofore of John Wilson, deceased, and by him given, to the intent that the rents and profits thereof should be applied to charitable uses, within the borough of Warwick.

The Benefaction-tables in the church of this parish make no mention of this last-mentioned gift, but it is noticed among the charities of the parish in the Returns to Parliament under Gilbert's Act, and the purpose of it is there stated to be for clothes to the poor.

The premises in Tachbrook, consisting, as stated in the deed, of a house and piece of land of about two acres, are in the occupation of William Percox, as yearly tenant, at the annual rent of 12*l.* 12*s.*, being the rent reserved on a lease granted to him in 1809 for a term of 14 years. Previously to the granting of that lease the premises had been let at the annual rent of 7*l.* 7*s.* from the year 1789.

The present rent appears to be a fair one, the buildings being old, and the tenant being at the expense of repairing them on being allowed rough timber and stubble for thatching.

The timber is supplied from trees growing in the hedge-rows.

The land in Myton, described in the trust-deeds and inquisition above mentioned as one close, theretofore reputed two several closes, containing by estimation six acres, is described in the same manner in a lease granted in 1749 to Thomas Jeacock, for 21 years, at the annual rent of 3*l.* 10*s.* In a subsequent lease granted in 1771 to Thomas Cook, for 21 years, at the annual rent of 5*l.*, the premises are described as a close of pasture-ground, called or known by the name of Wilson, Furnis, and Owen's close, and containing by estimation two acres and three roods. By an admeasurement which we have recently caused to be made its contents are ascertained to be 2*A.* 1*R.* 24*P.*

This is undoubtedly a very extraordinary discrepancy from the estimated quantity specified in the decree of charitable uses in the lease of 1749, and in the new trust-deed of 1768; but upon the strictest inquiry that we have been able to make we do not find that there exists any ground for suspecting, that any part of the land actually purchased has been subtracted from the charity. Mr. Wheeler, one of the trustees, informs us that he has known the land more than 60 years, and remembers it while in the occupation of Jeacock, and that it never contained more, or was in any respect different from what it now is, with the exception of a small slip taken off the corner upon the inclosure of Bridge-end-field, which, on reference to the award, it appears was a small slip of 1*R.* 28*P.*, exchanged with the Earl of Warwick for another slip of the like measure adjoining the field on another side.

This land is now held by Mrs. Perkins, widow, as yearly tenant, at the rent of 10*l.*, at which rent it has been held by her husband, and since by herself from Michaelmas 1812. This appears to be a fair rent.

To these rents has been added from the year 1812 the residue of the rent of the land belonging to Miss Holliock's charity next mentioned, after deducting 2*l.* 12*s.* for the distribution of weekly bread, as stated in the account of that charity; and after the payment of some small charges at the meeting of the trustees to receive rents, for entering the accounts, and for stamps, amounting annually to 18*s.*, and making some occasional allowances to the tenants for repairs, the rest has been applied in providing coats for poor men, allowing for each four

St. Nicholas.

Charities of
Wilson, Furnis, and
Owen,
continued.

St. Nicholas.
 —
 Charities of
 Wilson, Furnis, and
 Owen,
continued.

yards of cloth, and flannel for petticoats for poor women, allowing to each three yards, and in the expense of making up the coats for the men. The flannel is given to the poor women to make up.

The trustees meet once a year in the month of December, to appoint the persons who shall receive the clothing. In the year 1825, 30 men and 30 women partook of the charity.

MARTHA HOLLIOCK'S CHARITY.

Martha Holliock's
 Charity.

By Indenture of Bargain and Sale, enrolled, dated 6th May 1786, between Samuel Kirby, of Harbury, in the county of Warwick, gardener, cousin and heir-at-law of Martha Holliock, late of the parish of St. Nicholas, deceased, of the one part; and John Bird and Joseph Lee, both of Warwick, of the other part; reciting, that the said *Martha Holliock*, by her Will, dated 21st June 1780, devised her close or parcel of land in Saltisford, in the said borough of Warwick, then in the occupation of Job Scott, to the said John Bird and Joseph Lee, their heirs and assigns, in trust, to pay 40s. a year, for ever, out of the rents thereof to the trustees of Mr. Wilson's charity, to be applied and disposed of in the same manner as that charity; and upon further trust, to apply the residue of the rents of the said close in buying bread, and disposing of a proportionable part thereof every Sunday at the parish-church of St. Nicholas, to poor people of the same parish attending Divine Service at such church, and requested her trustees to increase the number of trustees for the continuance of such charitable design; and further reciting, that the said Samuel Kirby, cousin and heir-at-law of the said Martha Holliock, being desirous that her charitable intention should be carried into execution, had offered to confirm the said devise, and to convey the said close to the said John Bird and Joseph Lee, their heirs and assigns, upon the trust before mentioned; It was witnessed, that for the purpose of carrying the same into execution, and in consideration of 5s., he the said Samuel Kirby granted, bargained and sold to the said John Bird and Joseph Lee, their heirs and assigns, all the said close of pasture-land situate in Saltisford, in the said borough of Warwick, in the occupation of the said Job Scott, in trust, to pay, yearly, for ever, on the 1st December, the sum of 40s., part of the rents and profits of the premises to the trustees for the time being of Mr. Wilson's charity, to be applied and disposed of in the same manner as that charity was applied and disposed of; and upon further trust, to apply the residue of the rents and profits of the said premises in buying bread and disposing of a proportionable part thereof every Sunday in the parish-church of St. Nicholas aforesaid, to poor people of the same parish attending Divine Service at such church, with a proviso, that the said John Bird and Joseph Lee should choose other proper persons to be trustees with them of the said charity, and should invest the said other trustees with equal and the like powers as were thereby given to them; and that when the trustees should be reduced to three in number, they should choose two other persons to be trustees with them, for the management of the said premises and the said charitable design, and should invest them with the like powers which were thereby given to them.

John Bird and Joseph Lee, by an entry made in the account-book of this charity, and dated 6th December 1791, appointed John Farman, William Smith, Edward Williams, and George Dawes, of the parish of St. Nicholas, to be joint trustees with them, and by a further entry in writing in the said book, dated 15th December 1815, William Smith, the survivor of the former trustees, appointed Dr. Wade, the vicar, Matthew Evans, James Williams, James Banner, and John Smith, to be joint trustees with himself, but no conveyance of the property appears to have been made to either of these two sets of trustees.

The land given by the above deed is a small close of pasture, containing about an acre, lying in Saltisford, close to the town of Warwick, let to Joseph Brookhouse, as tenant from year to year, at the yearly rent of 6*l.* 6*s.* This rent commenced at Michaelmas 1820, previously to which it had produced three guineas and a half per annum. It appears from the accounts, that in December 1796, 31*l.* 8*s.* 5*d.* was received for timber and faggots cut from the land at Saltisford, out of which was paid for felling and faggotting, and also for quick and planting, cleaving posts and rails, and setting up the same and gate, 18*l.* 6*s.*, leaving 13*l.* 2*s.* 5*d.*, which was carried to the general account. In

December

December 1812 there was received for timber off this land, 57*l.* 10*s.*, with part of which a wall was built at the end of the close, the cost of which and of the doors thereto, with the charge of cutting and selling the timber, amounted to 41*l.* 16*s.* 11*d.*

A separate account of this charity was kept till the end of the year 1812, from which it appears that the income was expended in providing coats and petticoats for poor men and women. No bread appears to have been then given away except from 1795 to 1801, in which years 4*s.* a year was paid to make up 2*s.* worth of bread, given every Sunday under the charity of the Rev. J. Smith.

A small sum of 7*s.* appears to have been expended for entering the accounts, and at the annual meeting of the trustees, when the accounts appear to have been regularly audited. At the end of the year 1812 the balance then in hand, including the unapplied produce of the timber sold in that year, and amounting to 18*l.* 16*s.* 7*d.*, was carried to the account of Messrs. Wilson, Furnis, and Owen's charity, with which charity that of Martha Holliock's has been since combined, with the exception of 2*l.* 12*s.* per annum, which has from the year 1823 inclusive been applied in a weekly distribution of bread among six poor persons of the parish.

This course is not strictly conformable to the provisions of the will and deed, which direct that 2*l.* only of the rent should be paid over to those trustees, and the residue to be laid out in bread. The present has been thought to be a more beneficial mode of distributing the charity.

St. Nicholas.

Martha Holliock's
Charity,
continued.

CHARITIES OF EDMUND MAKEPEACE, AND EDMUND MAKEPEACE, JUN.

Edmund Makepeace the elder, by Will, dated 19th December, 23 Charles II, gave to his son Edmund a close or pasture-ground, lying in the Bridge-end, in the borough of Warwick, and adjoining to a close called the Town Close, on the east side, to hold to him and his heirs for ever, upon condition to pay to the overseers of the poor of the parish of St. Nicholas, in the said borough, the sum of 52*s.* at Lady-day and Michaelmas, by equal portions, for ever, which annuity he willed should be for ever to the use of the poor of the said parish of St. Nicholas, to buy them one dozen of bread against every Sabbath-day, to be distributed to the said poor by the overseers there: And it was his will, that in case his said son Edmund, or his heirs, with the consent of the minister and churchwardens of the said parish, should buy so much land as should continue to fulfil his will as aforesaid, then, after the writings sealed, and assurances made to confirm the same to the uses and purposes before mentioned, the said close or pasture-ground should be wholly freed from the said payments.

A table in the church of St. Nicholas, after recording this benefaction, adds, that *Edmund Makepeace* jun. treading in the pious steps of his father, left a like legacy to this parish, and ordered it to be distributed in the same manner.

The sum of 5*l.* 4*s.* is annually received in respect of these charities from Mr. Brown, the steward of Lord Warwick, as a charge upon "a close at Bridge-end, late Wigley's," now belonging to his Lordship.

This 5*l.* 4*s.* is distributed with other bread-charities every Sunday in the church, in twopenny loaves to 12 poor persons, generally widows or old men, appointed by the churchwardens, who continue to receive the bread while they live.

CATHERINE BURTON'S CHARITY.

By Indenture, dated 31st January 1727, between Margaret Bodington, of the borough of Warwick, widow, of the one part, and Henry Mill, and John Cocke, executors of *Catherine Burton*, widow, deceased, John Dennett and William Nason, churchwardens of the parish of St. Nicholas, in the said borough, and John Cattell, and John Burnell, overseers of the said parish, of the other part; reciting, that the said Catherine, by her Will, dated 15th August, 11 Geo. I., gave the sum of 200*l.* to the use of the poor of the said parish of St. Nicholas (called in the said will the Lower Church, in Warwick), to be laid out by her executors, with the approbation of the churchwardens and overseers for the time being, in the purchase of freehold land, to be settled in trust, to pay the rents and profits thereof yearly to 10 poor widows of the said parish that should frequently attend the Divine Service of the church, in equal shares, for ever; And further reciting, that the churchwardens and overseers of the said parish had agreed to advance the further sum of 40*l.* towards the purchase of the land and premises after mentioned: It was witnessed, that in con-

Catherine Burton's
Charity.

St. Nicholas.

Burton's Charity,
continued.

sideration of the sum of 200*l.* paid by the said Henry Mill and John Cocke and the further sum of 40*l.* paid by the said John Dennett, William Nason, John Cattell, and John Burnell, the said Margaret Bodington did thereby grant, release, and confirm to the parties of the second part, their heirs and successors, a messuage or tenement, with the orchard, garden, and close thereto adjoining and belonging, with the appurtenances, situate in the borough of Warwick, in or near a certain place or street there called Coton End, and also a close of pasture-ground to the said messuage belonging, known by the name of Lime Leys, lying within the said borough, in or near a meadow called St. Nicholas Meadow, with all houses, outhouses, &c. to the said premises belonging, to hold to the said grantees, and their successors, being churchwardens and overseers of the said parish of St. Nicholas, for ever, to the uses and intents following, viz. that the churchwardens and overseers of the said parish should for ever thereafter have and take, out of the rents and profits of the said premises, the sum of 10*l.* yearly, and give the same to 10 poor widows of the said parish of St. Nicholas as by the said will was directed, and have and take the residue of the said rents and profits for the use of the inhabitants of the said parish of St. Nicholas, to be given and distributed as the churchwardens and overseers of the poor for the time being of the said parish should think fit and convenient.

By another Indenture, dated 22d January 1734, Robert Bodington, to whom the legal estate in the premises conveyed in the foregoing deed had previously descended, conveyed the same, and all his interest therein, to the said John Dennett, William Nason, John Cattell and John Burnell, their heirs and assigns, for ever, to the uses in the preceding indenture mentioned.

By Indenture, dated 5th July 1735, the said Henry Mill, John Cocke, John Dennett, William Nason, John Cattell, and John Burnell, conveyed the premises to William Greenwood, D. D., and 11 others, their heirs and assigns, upon the trusts specified in the will of the said Catherine Burton, and as in the said indenture before declared, subject to a proviso, that whenever it should happen that the trustees should be reduced to four, or less, the survivors should nominate and appoint other persons, being honest and substantial inhabitants of the parish of St. Nicholas, to be trustees, and should convey, settle and assure the premises to and upon such new trustees, their heirs and assigns, for the continual performance of the same trusts.

Several renewals of these trusts have since taken place, by the last of which, dated 11th December 1821, after reciting among other things that the said Catherine Burton, the testatrix, had by her will directed the whole rents and profits of the premises to be purchased with her legacy to be paid yearly to 10 poor widows, without fixing any specific sum, or directing any part thereof to be paid to the churchwardens and overseers for the use of the poor generally, as mentioned in the preceding trust-deeds of the said charity, and the said rents and profits had accordingly been paid by the trustees for the time being unto and amongst several poor widows, exceeding the number of ten, attending the said church, the premises were conveyed to the use of Edward Wheeler, Benjamin Sedgley, John Smith, James Banner, James Williams, William Cooper, and Andrew Chapman, their heirs and assigns, upon trust, to receive and pay the clear annual rents and profits of the said premises to the poor widows of the parish of St. Nicholas that should frequently attend the Divine Service of the church, equally, share and share alike.

It appears on reference to the accounts which commence with the receipt of the legacy, that a sum of 50*l.* was borrowed from one John Walden to make up the purchase, which, with five years interest thereof, viz., 12*l.* 10*s.*, was subsequently repaid out of the rents and profits of the premises, the purchase-money being, as stated in the deed, 240*l.*, besides the expenses of the conveyances, &c.

The property belonging to this charity consists at present of—

1.—A house, now made use of as part of the workhouse for the parish of St. Nicholas, with a garden belonging thereto, and a small tenement which has been added thereto by the overseers. These premises, which adjoin a part of the church-estate to be further noticed below, are let to the overseers of the poor at the annual rent of 8*l.* The parish keep the building in repair.

2.—A close near the workhouse, called the Workhouse Close, now partly converted into garden-ground, containing 2*R.* 2*P.*, and a parcel of land containing 3*A.* 3*R.* 31*P.* in St. Nicholas Meadow, which was allotted under the inclosure

inclosure of the open fields of that parish in lieu of the leys in that meadow conveyed by the purchase-deed above abstracted, both which parcels are held by John Tomes, Esq., as yearly tenant, at the annual rent of 14*l*. The land in the meadow is lammas land.

These rents appear to be the fair value of the respective premises.

After deducting 10*s*. for the expenses at the annual meeting of the trustees, and 2*s*. 6*d*. for entering the accounts, the residue of the rents is distributed about Christmas to poor widows of the parish; all the poor widows in the parish who are deemed proper objects of the charity are placed upon a list which is preserved in the account-books, and generally enjoy the benefit during their lives.

The sum received by each generally amounts to 10*s*., or somewhat more.

St. Nicholas.

Burton's Charity,
continued.

MARY JEACOCKS'S CHARITY.

Mary Jeacocks, spinster, by Will, dated 4th June 1787, gave to the vicar and churchwardens of the parish of St. Nicholas, and to John Bird, James Williams, Elias Adams, John Radford, Edward Williams, and Joseph Radford, all of the said parish, the sum of 60*l*. on trust, that they or the survivors of them, or their successors, to be appointed by deed in writing, under the hands and seals of them her said trustees, or the survivors or survivor of them, should pay and divide the whole of the said sum of 60*l*. unto and amongst such and so many poor persons of and belonging to the said parish of St. Nicholas, at such time or times, and in such shares, parts, and proportions, manner, and form, as they her said trustees, or the survivors or survivor of them, or their successors should think most fit and proper, or otherwise should put the said sum out to interest, and pay the interest thereof on the 21st December in every year for so long time, and for so many years as they should think proper, unto and amongst such and so many poor persons of and belonging to the said parish of St. Nicholas, in such shares and proportions, manner and form, as they her said trustees, or the survivors or survivor of them, or their successors, should think proper, it being her mind and will that her said trustees should have full power to pursue either of the said two methods which they should judge most expedient.

Mary Jeacocks's
Charity.

By Deed dated 13th December 1798, under the hands and seals of the Rev. Robert Miller, of the parish of St. Nicholas, clerk, Edward Williams and Edward Wheeler, of the same parish, the then vicar and churchwardens thereof, and John Bird and John Radford, both of the same parish, and also under the hands and seals of the new trustees after named, after reciting the will of the said Mary Jeacocks as above extracted; and further reciting, that the said sum of 60*l*. had been duly paid by the executors, and had been increased to the sum of 70*l*. which was then out at interest, and that the said James Williams, Elias Adams, and Joseph Radford, three of the trustees named in the will, had died, and that the parties to that deed were desirous of appointing new trustees to act with them in the management and execution of the trusts; they the said parties first above named did thereby choose, nominate, and appoint the Rev. Hugh Laugharne, of the parish of St. Nicholas, clerk, William Smith, Charles Watchorn, and George Bryan, all of the same parish, to be trustees, along with them the said Robert Miller and the others first named.

It appears that this 70*l*. was in the hands of Edmund Williams, on the security of his bond at 5 per cent. interest, which he regularly paid until the time of his death in 1805. It was subsequently paid for four years by his son, John Williams, who, as his heir-at-law, succeeded to some houses and land belonging to him in the town of Warwick, but having become involved in difficulties, his whole property was assigned to trustees to be sold for the payment of his debts. A demand was made upon these trustees for payment of the debt due to the charity, or a dividend thereon; but as the bond which had been given by Edward Williams was lost, and could not be produced, the trustees were advised that they would not be justified in making any payment on account of it.

This demand was therefore excluded from the debts to the liquidation of which the estate of John Williams was applied. The said John Williams died soon after this arrangement with his creditors, without having retrieved his circumstances, and the debt is consequently now considered hopeless.

St. Nicholas.

The interest upon the bond when paid was applied in augmentation of the Rev. John Smith's charity for shoes.

HARPER'S (OR MOODY'S) CHARITY.

Harper's (or Moody's) Charity.

In 1781 Mr. *William Moody* conveyed by Feoffment to Henry Harper a piece of land at Coton End, in the parish of St. Nicholas, in trust, to apply the rent in the purchase of shoes for the poor of that parish.

The deed not having been enrolled within the time prescribed by the Act of 9 Geo. II. c. 36, and the grant having thereby become ineffectual for the purposes of the charity, no benefit has in consequence been derived from it.

ALLOTMENT IN LIEU OF FURZE.

Allotment in lieu of Furze.

Upon the inclosure of the common fields in the parish of St. Nicholas, under an Act of the 12 Geo. III. the Commissioners, in pursuance of the provisions of that act, allotted to the Earl of Warwick, his heirs, and assigns, in trust for such poor persons as lived within the Bridge-end ward in the said parish of St. Nicholas, and did not then own or occupy any part of the lands intended by that act to be inclosed, (a claim having been made and supported on their behalf, before the allotments were staked out, of a right they had of cutting furze or gorse upon the heath called Warwick Heath, in the same ward,) a plot of land, being part of such heath, and containing by admeasurement 15 acres, and bounded on the north-west by the road from Warwick to Whitnash, which plot was in the judgment of the Commissioners under the said act a full compensation for all such right of cutting furze or gorse on such heath, which they had previously to the said Act of Parliament, which plot should be fenced in on the south and on the west across the Whitnash road, with ditches and quick-set hedges, and the fences maintained at the expense of the owners of the lands or grounds in the Bridge-end ward, at the time of passing the said act.

The land thus allotted has been cleared, and is at present in a state of cultivation as arable-land. It is held by Richard Steele, as yearly tenant, at the rent of 27*l.* 6*s.* which appears to be a fair rent.

This rent is laid out in the purchase of coals, which are distributed among the poor families of the Bridge-end ward, in quantities varying from two to ten cwt. according to the numbers in their families.

The rent is received and applied by the churchwardens, whose accounts of this charity are audited by the trustees of the church-estate generally in vestry. On the balancing of the account, 14th February 1826, there was a balance of 14*l.* 17*s.* 3½*d.* in hand.

CHURCH ESTATE.

Church Estate.

This estate consists of various premises, the rents of which have for a long series of years, consistently with the trusts declared in successive trust-deeds, been applied to the repairs and other uses of the church of this parish. The earliest of those trust-deeds now extant is dated the 13th April 1642, and there is a regular series of them from that period down to the 27th November 1819, the date of the last, by which the premises were vested in the Rev. Hugh Laugharne, clerk, Edward Wheeler, the Rev. Arthur Savage Wade, clerk, John Smith, William Cattell, James Williams, Benjamin Sedgley, Charles Goodall, Andrew Chapman, James Banner, John Kendrick, and Matthew Evans, their heirs and assigns, upon the former trusts; which trusts are expressed to be, to permit and suffer the churchwardens of the parish of St. Nicholas for the time being to receive the rents and profits of the premises, and to employ them to and for the repairs of the parish-church of St. Nicholas, and the ornaments thereof, and for the discharging other necessary expenses and disbursements of such churchwardens for the time being, in and concerning the execution of such their offices.

The premises thus enjoyed, as specified in the last trust-deed above mentioned, are as follows, viz.

1. A messuage, with the appurtenances, situate within the borough of Warwick, in Smith-street, on the south side of the said street.

[This is in the occupation of the widow Smith, as yearly tenant, at the yearly rent of 18*l.*]

2. Two messuages or tenements, with their appurtenances, situate on the south side of Smith-street.

[One of these houses is at present held by widow Manton, as yearly tenant, at the annual rent of 15*l.* The other house is held by William Povey, as

assignee of a building lease for 40 years, whereof about three are unexpired at the annual rent of 30s.]

3. A messuage or tenement, with the appurtenances, situate on the north side of Smith-street, some time since divided into and used as two dwelling-houses, and then as three tenements.

[These are respectively in the occupations of Thomas Pair, at the rent of 5*l.*; widow Wheeler, at the rent of 12*l.*; and Robert Hammond, at 15*l.*; all yearly tenants.]

4. A messuage or tenement, with the appurtenances, situate on the north side of Smith-street.

[This is held by Job Richardson, as yearly tenant, at the rent of 15*l.*]

5. A messuage or tenement, with the appurtenances, situate on the south side of Smith-street, sometime since divided into, and then used as two dwelling-houses or tenements, abutting upon Church-street on the south part, and upon the King's highway, called Teds Cross, on the east part.

[These two messuages are at present in the respective occupations of Thomas Humphries and Thomas Satchwell, as yearly tenants, at the respective rents of 18*l.* and 16*l.*]

6. Three messuages or tenements, with the appurtenances, situate in Church-street, on the south-east side thereof.

[Two of these are held by the overseers of the poor, for the occupation of parish paupers, at the rent of 8*l.* under a yearly tenancy. The other house is held by William Cookes, under a building lease for 34 years from Lady-day 1818, at the yearly rent of 2*l.* 2*s.* in compliance with the covenants of which lease he has erected substantial buildings upon the site of the former, and the premises are now estimated to be worth about 15*l.* per annum.]

7. A messuage or tenement, with the appurtenances situate in a street called Coton End, on the north side thereof, formerly in the tenure of Francis Williams, afterwards part of St. Nicholas parish workhouse, but then converted into a tenement, and in the occupation of Thomas Blackwell and the parish-officers of St. Nicholas, abutting upon certain new inclosures late called the Coton End Field, on the north part thereof, between a messuage or tenement formerly belonging to Edward Bodington, but since belonging to Mr. Burton, deceased, and then or late used as part of the said parish workhouse on the east part thereof. [See Burton's Charity, *supra*, 566.]

[These premises still remain in the respective occupations above specified. The overseers pay for that part which is used for their workhouse 8*l.* 2*s.* per annum, under a yearly tenancy. Thomas Blackwell who also holds as yearly tenant, pays for his part 3*l.* 18*s.* per annum.]

8. A messuage or tenement, with the appurtenances, situate in Mill-street, on the south-east side thereof, then converted into two tenements, which with a hovel belonging thereto, were in the several occupations of the persons therein mentioned, abutting upon a piece of water, formerly part of St. Nicholas Meadow, on the east part thereof.

[These are in the respective occupations of Edward Leès and John Bond, at the respective rents of 9*l.* 12*s.* and 5*l.*, besides the hovel which is in the occupation of Francis Chaplin, at the rent of 1*l.* 5*s.*

9. A messuage or tenement, with the appurtenances, situate in the parish of St. Mary, in a street called Wallditch, on the north side thereof, abutting on the north part thereof upon land upon which part of the house of correction then stood.

[Now in the occupation of John Docker as yearly tenant, at the rent of 12*l.* 12*s.*

10. A fee-farm rent of 3*l.* per annum, granted by Francis Hiorne, deceased, to the then trustees of the said charity, their heirs, and assigns, as a consideration for the purchase of a close of land, containing 2A. 0R. 13P., situate in the Bridge-end ward, in the parish of St. Nicholas, at or near a place called Myton Brook, which on the late inclosure of the open and common fields of the said parish was allotted to the trustees of the said church-land, in lieu of all the lands and right of common in the said fields which before the said inclosure were belonging to the said trustees.

[This rent is at present paid by Mr. Hill, receiver of the rents of the Rev. William Brooks, to whom the land charged belongs.]

St. Nicholas.

Church Estate,
continued.

11. An annuity or rentcharge of 2*s.*, granted by Francis Hiorne, alderman, and architect, to the trustees of the said church-land, by Indenture of Release, dated 5th May 1779, to be yearly issuing for ever out of certain messuages, lands and premises, with the appurtenances, belonging to the said Francis, situate in Wallditch.

It appears that the said Francis Hiorne, by his will, dated 21st November 1789, in exoneration of all his other lands in Wallditch or Dyke from the payment of the said annuity, charged the same upon land sold by him to the county of Warwick, not then but since conveyed for erecting the Bridewell, he having made the county an allowance in the consideration-money which he received for the same.

[It has not been the practice to apply for this annuity from year to year. The last payment was made in the year 1820, when the arrears had accumulated to the sum of 3*l.*

This sum was received from the county-treasurer, who is authorized to pay the annuity out of the county-rates. There is now due an arrear of 12*s.* which it is intended shortly to apply for.]

The several reserved rents above specified, with the exception of those reserved upon the building leases, are the full value of the respective premises.

The houses are kept in repair by the respective tenants, the landlords finding materials in the rough.

These rents, amounting in the whole to the annual sum of 169*l.* 3*s.*, are received by the churchwardens, and applied to the repairs of the church, and other expenses of their office, which purposes have been so effectually answered by this charity, as to have wholly superseded the necessity of a church-rate in this parish.

The accounts of this property are annually audited at a vestry. At the last audit there remained a balance in the hands of the churchwardens of 121*l.* 16*s.*

COUNTY OF WARWICK.

HUNDRED OF BARLICHWAY : Parish of Binton : Church-land. Sarah Walford's charity. Badson's charity. Parish of Budbrooke : Marston's charity. Shelburne's charity. Christian Celye's charity. Knibb's charity. Edwards's charity. Dormer's charity. Hamlet of Hampton Curlieu, commonly called Hampton- on-the-Hill : Green's charity. Hamlet of Norton Curlieu, commonly called Lower Norton : Hopkins's charity. Parish of Claverdon : Matthews's charity. Charities of Sarah Walford and William Parker. Matthew Walford's charity. John Parker's charity. Parish of Haseley : The town-close. Parish of Norton Lindsey : Church-land. Parish of Preston Bagot : Poors land. Parish of Rowington : Combined charities. Knight's charity. Cattern Smith's charity. Parish of Wroxhall : Poors estate, and appren- ticing charity : HUNDRED OF KINGTON : Parish of Barford : Beale's charity. Free school. Overton's charity. Church-land. Parish of Burmington : Court's charity. Parish of Cherrington : Holtom's charity. Parish of Fenny Compton : Poors money. Richard Reading's charity. Tuckey's charity. Archer's charity.	Parish of Long Compton : Hunt's charity, and allot- ment for fuel. Miller's charity. Fowler's charity. Rawlings's charity. Donor unknown. Parish of Avon Dassett : Freckleton's charity. James's charity. Hindes's charity. Poor allotment. Parish of Burton Dassett ; Hamlet of Knightcote and North End : Kimbell's charity. Parish of Farnborough : Freckleton's charity. Holbech's charity.—Gibbs's charity. Alcock's charity. Parish of Halford : Charities of Elizabeth Ma- son, Elizabeth Halford, and William Halford. Parish of Prior's Hardwick : Donor unknown. Parish of Idlicott : Margaret Underhill's charity. Parish of Ilmington : Harbidge's charity. Bartlett's charity. Frances Rose's charity. Church-land. Furze-land. Parish of Kineton : Aylworth's charity. Charities of Mrs. Frances Bentley, R. Burbidge, and Mrs. Norton. House and land, supposed charity of the Bentley family. Other charities of the Bent- ley family. Mrs. Baker's charity. Venour's charity. Church-land. Chapelry of Combroom : Free-school. Parish of Butler's Marston : Loggin's charity. Parish of Prior's Marston ; Charities of James and Aholiab West, and others. Baseley's charity. John Kay's charity.	Parish of Prior's Marston— <i>continued.</i> Josiah Kay's charity, aug- mented by Aholiab Bradshaw. Bethel's charity. Parish of Moreton Morrell : Harbidge's school. Slade's charity. Parish of Newbold Pacey : Sundry Donors. Parish of Pillerton Hersey : Poors allotment. Parish of Pillerton Prior's : Poors money. Parish of Ratley : Poors land. Parish of Shotswell : Harrison's charity. Maiden's dole, and poors lot. Parish of Lower Shuckborough : Smith's charity. Parish of Stretton-on-the-Fosse : Poors land. Parish of Bishops Tachbrook : School. Thompson's charity. Parish of Warmington : Gardner's charity. Parish of Whichford : Charities of the Rev. Mr. Watkins and others. Hamlet of Stourton : Watkins's charity. Parish of Whitchurch : Charities of John Ayshcombe and Ann Ayshcombe. Parish of Woolford : Ingram's charity. HUNDRED OF KNIGHTLOW : Parish of Bourton and Draycott : Smith's charity. Grant's charity. Poors allotment for fuel. Church allotment. Parish of Grandborough : Donor unknown. Charities of John Goode and Joanna Goode, and others unknown. Smith's charity.
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Parish of Harbury : Wagstaffe's school. Jorge's charity. Poor allotment.	Parish of Ladbroke : Town-lands.	Parish of Southam : Town-lands. Edmunds's charity. The school. Alice Goode's charity.
Parish of Honingham : Cox's charity. Mrs. Garlick's charity. Church-land.	Parish of Leamington Hastings : Davis's almshouse, Wheel- er's almshouse, and poors land. Smith's charity.	Parish of Stockton : Smith's charity. Church allotment.
Parish of Bishops Itchington : Poors allotment. Holt's charity. Huckson's charity. Cooper's charity.	Parish of Napton : Town-lands. Allotment for fuel. Church allotment. Meddoms's charity. The Rev. Coleston Carr's, and other charities.	Parish of Ufton : Donor unknown.
Parish of Long Itchington : Bosworth's charity. Elizabeth Tompkins's charity. Charities of Richard Cleaver, Elizabeth Cleaver, Ann George, John Goode, and Joane Goode. Lady Katharine Leveson's Hospital at Temple Balsal.	Parish of Radford Semele : Meadoms's charity. Church-land.	Parish of Weston - sub- Wetherley : Hancox's and Simson's charities. Church-land.
		Parish of Whitnash : Chamberlaine's charity.

COUNTY OF WARWICK.
HUNDRED OF BARLICHWAY.
PARISH OF BINTON.

CHURCH LAND.

Binton.

Church Land.

Upon a Table of Benefactions in the church at Binton, dated 1724, is the following inscription :—" An unknown person, supposed to be the Lady Walter, gave land in the field, and a parcel of ground in Welford Meadow, to the repairing and adorning the church. The land in the field consists of five ridges in that quarter called the Upper Field, and is bounded on the north by Mr. Kempson's barley-grave piece, on the east by Mr. William Walford's piece, and on the south by the Right Hon. Lord Conway's, Mr. Thomas Walford, and Mr. Kempson's butts, and on the west by the Alcester road. The ground in the meadow is bounded on the north by the river Avon, on the east and south by that part of the meadow that belongs to the parish of Welford, and on the west by a plot of ground, much of the same bigness with that given to the church, belonging to Thomas Fairfax, of Binton."

The "land in the field" mentioned in this inscription, is believed to be comprised in a large field in the parish of Binton, containing about 20 acres, called the Pickpole Ground. Against the side of this field, which abuts west on the Alcester road, are the heads of five ridges of land which run eastward by the hedge of Mr. Kempson's land, lying to the north of them. At the end of that hedge is a joint of land running across the ridges, and beyond the joint the five ridges are again continued. To the south of the five ridges are other furlongs containing more than five ridges, and lying with their sides parallel to the Alcester road. These continue to the joint, and then the ridges to the east of them lie parallel with the five ridges.

The five ridges as far as the joint are understood to be the church-land. These occupy rather more than an acre of land.

The whole field is held by Mr. John Canning, as part of a farm of which he is tenant to the Marquis of Hertford. Out of his rent Lord Hertford's agent pays 12s. a year to the churchwardens in respect of the church-land. We have evidence of this payment having been made for 40 years past, but cannot learn whether any other amount of rent has been paid at any prior time.

The land is stated to be very poor, and in its present state, as an uninclosed part of the field, to be probably not worth more than 12s. a year.

We are informed by the professional agent of the Marquis of Hertford that he does not find among the Marquis's title-deeds any mention of a rentcharge answering

answering to this payment, but he cannot give us any further elucidation respecting the property.

This circumstance, however, coupled with the amount of the sum paid, seems to leave little doubt that it is paid as the rent of the land, the property being in the parish.

The parish have a piece of ground in the Welford Meadow, the situation of which answers the description in the Benefaction Table, containing somewhat more than half an acre of land, let to William Cox, as yearly tenant, for 32s. a year, which is a good rent.

The rents of 12s. and 1*l.* 12s. are carried to the churchwardens account, and applied in the general disbursements of the church. On examining the accounts for some years back it does not appear that the repairing and ornamenting the church has exhausted these sums.

SARAH WALFORD'S CHARITY.

The Benefaction Table also records that *Sarah*, the wife of Thomas Walford, of this parish, gentleman, who died in the year 1683, bequeathed to this parish the sum of 20*l.* to be put into the hands of her husband, Mr. Thomas Walford, and the interest of the said 20*l.* to be paid by him and his heirs for ever, to the poor of this parish, and to be laid out in bread, and to be distributed once a month amongst such men as should come to prayers, and accordingly the said 20*l.* was paid to the forementioned Mr. Thomas Walford, for the best use aforesaid.

20s., as the interest of this money, is paid by Mr. Meyrick, agent to the Marquis of Hertford, in respect of some land in Binton now belonging to the Marquis, and formerly the property of Mr. Walford. It is distributed soon after Christmas in sixpenny and twelpenny loaves, among the poor parishioners, a part to each family proportioned to its number. It is all given away at one distribution.

BADSON'S CHARITY.

Upon another Tablet in the church is a memorandum, stating that *William Badson*, in the year 1752, gave by Deeds, in trust, a piece of land lying in Welford Meadow (the trustees whereof, and other particulars, might be seen more at large in the writings belonging to the parish of Binton, there to be and remain for ever); and the trustees and their survivors were to pay upon St. Thomas's-day, yearly, for ever, out of the rents of the said piece of meadow-ground, the sum of 15s. to be equally divided amongst fifteen poor housekeepers, parishioners of Binton, who should reside in the town or village of Binton, and should not be certificated from any other place or parish, of which said number the clerk of the said parish of Binton for the time being always to be accounted one, if he should think fit to receive the same, if not, then his share to be given to one other poor parishioner qualified as above, but if at any time there should not be so many poor housekeepers as fifteen belonging to the said parish, and resident in the said village, then the 15s. to be equally divided amongst so many such poor housekeepers as there should then happen to be, the clerk of the said parish being one.

The deeds referred to in this memorandum are not now to be found among the parish-writings.

This piece of land lies to the west of the piece of church-land before mentioned, on the south side of the Avon, and is about the same size, or rather larger. The two together have the appearance of having been gained in former time by an alteration in the course of the river, and are called the Old Avon.

This land, together with other land in the neighbourhood, is the property of and occupied by Thomas Hutchins, of Temple Grafton.

The 15s. is paid by Hutchins to the parish-clerk, who gives to poor parishioners, widows, if there are any who are in want, a shilling a-piece, reserving one for himself. A list is kept of the poor people who receive this dole, and when any of them die or remove from the parish Mr. Hutchins fills up the vacancy.

Binton.

Church Land,
continued.

Sarah Walford's
Charity.

Badson's Charity.

PARISH OF BUDBROOKE.

MARSTON'S CHARITY.

Budbrooke.
 Marston's Charity.

By Indenture, dated 8th August 1719, between Robert Neyle, Joseph Tidmas the elder, and John Wilson, of the one part, and Thomas Norton, clerk, vicar of Budbrooke, and 12 others, of the other part, reciting, that *Job Marston*, late of Hall Green, in the parish of Yardley in the county of Worcester, gentleman, by his Will, dated 24th May 1701, devised to his executors and to Samuel Hawes, clerk, and other persons therein named, inhabitants of the parish of Budbrooke, their heirs and assigns, all that his messuage, lands, tenements and hereditaments in Hampton Curlew, in the parish of Budbrooke, which he purchased from one Peter Latimer, upon trust, to pay and distribute one half of the rents and profits of the premises to such fit person, to be appointed by the said trustees, their heirs and assigns, or the major part of them, for ever, as should keep a school in Hampton Curlew aforesaid, and there freely teach such children of the inhabitants of the said parish of Budbrooke to read English, and write, as should be sent thither to school for that purpose; and as for and concerning the other half part of the said rents and profits, his will was that the said trustees, their heirs and assigns, should yearly, for ever, distribute the same, as the rents should become due, amongst such of the poor of the said parish of Budbrooke who should receive no collection, and have most need, as the said trustees or the major part of them then present should think fit; and his will further was, that whenever there should be but four trustees living, the surviving trustees should convey the premises to 13 such other persons, freeholders and inhabitants of the said parish, as they should think fit, their heirs and assigns, to the use of the surviving trustees, and the 13 such other persons as aforesaid, upon the trusts aforesaid, and such trusts to be expressed at large in every such conveyance; and after further reciting that the said Robert Neyle, Joseph Tidmas, and John Wilson, were the only surviving trustees of the said estate named in the said will, It was witnessed, that they the said Robert Neyle, &c. thereby granted and released to the parties of the second part, their heirs and assigns, all the said recited lands and premises, *i. e.* all that little close or croft called Townsend's Close, lying between two lanes, with three new houses in the same close lately erected; also that little meadow or piece of ground called Sow Meadow Ham, lying by the side of one part of Horsebrook Lane and abutting upon Horsebrook there; another little close or croft called Withy Croft, adjoining a close there called New Close; all that little close or croft lying in Hampton Curlew, on part whereof a messuage or tenement and buildings formerly stood, which were some time since burnt down, and other part of the same close was formerly an orchard, which said croft contained about half an acre of land, called Green's Orchard; also a little close or croft called Tibbatt's Close, lying on the other side of the lane there, over against the said other little close or croft; also another little close or croft called the Little Pingle, all which thereby granted premises contained by estimation one quarter of a yard-land, to hold the same to the use of the grantors and grantees, their heirs and assigns for, ever, in trust, to and for the several charitable uses thereinbefore mentioned.

There are subsequent successive trust-deeds of this property, the last of which is dated 21st September 1811, whereby Joseph Russell, Edward Hawkes, Joseph Hawkes, and Thomas Doughty, after reciting the will of Job Marston, and the next previous trust-deed, describing the premises in the same manner as the indenture above abstracted, conveyed to the use of themselves and of Thomas Woods Weston, John Edwards, Sampson Carey, esquires, William Newey, John Hawkes the elder, John Hawkes the younger, John Edwards Hawkes, Henry Hawkes, Thomas Middleton, William Harding, William Nason, John Billington, Richard Berwick, and Joseph Bolton, all of the parish of Budbrooke, their heirs and assigns, of whom William Newey, and Henry Hawkes are since dead, all the messuages, lands and premises comprised in the said recited indenture; and all messuages or tenements, erections and buildings which had been since erected and built, and were then standing thereon, to hold the same upon the trusts declared in the will of the said Job Marston.

The

The property belonging to this charity now consists of the following particulars;

1. Five closes of land, containing somewhat more than 11 acres, held by John Cave, as yearly tenant, at the annual rent of 35*l.*; this letting was by auction.

2. A small piece of land, called the Little Pingle, containing about half an acre, lying open on one side and at one end to a meadow belonging to Mr. Horniblow, in the occupation of Joseph Tarver, who pays for the Pingle, as yearly tenant, the annual rent of 1*l.*, which appears to be its full value.

This piece of land is distinguished by a boundary-stone, marking the place where a hedge formerly stood.

3. Two cottages, which were built by the trustees upon the piece of land called Withy Croft, in the year 1817, and which are held by the overseers of the poor, at the yearly rent of 6*l.* They were built for the express purpose of being let to the parish for the reception of paupers.

4. A cottage, standing on Townsend's Close (now called the School House Close), held by John Pettifer, as yearly tenant, at the rent of 1*l.* 1*s.*

5. Another cottage adjoining the former, held by William Clark, at the yearly rent of 1*l.* 1*s.*

6. Another cottage adjoining the last, held by the widow Buncher, at the yearly rent of 1*l.*

These rents appear to be sufficient.

7. The school-house, consisting of a school-room and dwelling-room on the ground-floor, with some small outbuildings, and a garden of four rods. These are occupied by the schoolmaster and his family rent-free.

Of the rents of the trust-premises one half is paid to the schoolmaster as his salary. At the present rental, which is 45*l.* 2*s.*, this salary amounts to 22*l.* 11*s.* per annum.

Out of the other moiety is paid the expense of repairs at the school-house, and upon other of the trust-premises. In the present year these have amounted to about 17*l.*, an extra repair having been made at the school-house upon the coming in of a new master. For several preceding years the amount has been very small, not exceeding on the average 1*l.* Some extra disbursements are also occasionally made.

In 1822, 1*l.* 2*s.* 9*d.* was paid for Prayer Books for the school-children, and 2*l.* 9*s.* to Mr. Tibbits, for the expenses of letting the school-lands. In 1825 a further sum of 7*l.* 13*s.* 8*d.* was paid to him on a like account, and in 1826 1*l.* 16*s.* for other law-expenses. 5*s.* is expended at the annual meeting of the trustees. The rest of the moiety is applied to the relief of the poor, at the discretion of two of the trustees, who reside in the parish, and have the principal conduct of the charity.

This relief is generally administered in small sums of money of 5*s.* or 6*s.* each. Occasionally clothes are given away, and linen for sheets. At the settling of the accounts in August 1826 the disbursements had exceeded the receipts by 4*l.* 9*s.* 11*d.*

The building of the two houses on the Withy Croft in 1817 cost rather more than 90*l.* This expenditure was met in part by a sale of timber off the school-land, which produced 44*l.* There is now some young timber growing on the land.

The schoolmaster teaches not only the children of Hampton Curliou, but all the children of poor parishioners, both boys and girls, whose parents choose to send them, to read and write, and to cast accounts if they remain long enough. The average number attending is about 40; at times it considerably exceeds that number.

In addition to his salary above mentioned the master receives the annual sum of 4*l.* 10*s.* in respect of Joseph Shelburne's charity, the particulars of which are as follows:

SHELBURNE'S CHARITY.

Joseph Shelburne, of Barford, in the county of Warwick, by his Will, dated 7th June 1806, gave to Thomas Woods Weston, of the borough of Warwick, esquire, John Edwards, of the same borough, Edward Hawkes, John Hawkes, William Newey, all of Hampton Curliou; Joseph Hawkes, Thomas Doughty, both of Budbrooke; Thomas Berwick, William Nason, both of Lower Norton; William Corby, of Kineton, in the county of Warwick; John Flecknoe, of

Budbrooke.

Marston's Charity,
continued.

Shelburne's
Charity.

Budbrooke.

Shelburne's
Charity,
continued.

Harbury, in the same county, and John Horniblow, of Shipston-upon-Stower, in the county of Worcester, the sum of 100*l.* upon trust, to place out the same at interest upon good and sufficient security, and to apply the dividends, interest, and produce thereof for the use and benefit of the master for the time being of the free-school at Hampton Curliu, for the augmentation of his income, annually, for ever; and when his trustees should be reduced to the number of five, by death, or by their neglect, or refusing to act, so that there should remain but five surviving or acting trustees, then he declared his will to be that such surviving or acting trustees should nominate and appoint seven or more other persons to be trustees, in the room of those dying, or neglecting, or refusing to act.

The sum of 90*l.* was received by the trustees in respect of this legacy, 10*l.* being deducted for the legacy-duty, and was lent in September 1821 to the late Mr. William Lucas, of Hunscoth, in the parish of Charlecote, at five per cent interest, on the security of his note of hand. The money thus lent to Mr. Lucas was invested by him, together with 200*l.* of his own, on a mortgage of premises at Leamington, consisting now of houses and gardens belonging to Mr. Richard Brown.

The interest of the legacy being 4*l.* 10*s.* a year is now received from Mr. Samuel Lucas, son of Mr. William Lucas, and (together with Mr. John Edwards Hawkes, of Hampton-on-the-Hill,) executor to his late father. It is paid over to the schoolmaster of the school at Hampton, in pursuance of the donor's directions.

CHRISTIAN CELYE'S CHARITY.

Christian Celye's
Charity.

By Deed of Feoffment, dated the 25th July 1700, Job Marston, and Richard Edwards the elder, granted to Rowland Dormer, of Grove Park, in the parish of Budbrooke, esquire, and 11 others, inhabitants of the parish of Budbrooke, their heirs and assigns, all the land, tenements, crofts, meadows, feedings, pastures, woodlands, underwoods, ways, &c. situate in the lordship of Rowington, in the county of Warwick, known by the name of Harveys, all which premises were *Christian Celye's*, late wife of John Celye, late of Hampton Curliu, and which the said Job Marston, and Richard Edwards the elder, together with other persons deceased, had of the gift and feoffment of Henry Blick, of Hampton Curliu aforesaid, and Edward Brandon, senior, of Norton Curliu, in the county of Warwick, deceased; all which said premises, with the appurtenances, were given to the use and benefit of the inhabitants aforesaid, to repair the parish-church of Budbrooke, or to maintain and support the poor of the said parish, at the election and discretion of the major part of the aforesaid inhabitants and parishioners, to hold to the use of the grantees, their heirs and assigns, for the use and benefit of the parishioners of Budbrooke, to repair the parish-church, or to maintain and support the poor of the said parish for the time being, at the election and discretion of the major part of the inhabitants and parishioners of Budbrooke aforesaid, and for no other use.

There are two other conveyances to new trustees of this property, the one dated 12th May 1773, and the other dated 21st September 1811, whereby, after reciting the last preceding indenture which described the premises, and declared the trusts in the same form as the first indenture above abstracted; It was witnessed, that Joseph Russell, Edward Hawkes, Joseph Hawkes, and Thomas Doughty, the surviving trustees mentioned in the preceding indenture, granted to the use of Joseph Russell, Edward Hawkes, Joseph Hawkes, Thomas Doughty, Thomas Woods Weston, John Edwards, Sampson Carey, William Newey, John Hawkes the elder, John Hawkes the younger, Henry Hawkes, Thomas Middleton, William Harding, William Nason, John Billington, Richard Berwick, and Joseph Bolton, their heirs and assigns, all and singular the lands, tenements, &c. situate in the lordship of Rowington, called Harvies, late in the tenure or occupation of Elizabeth Duncalf, and then of ——— Peters, which were comprised in the preceding indenture, with all tithes and tenths whatsoever belonging to the said hereditaments and premises, or any part thereof, to hold the same upon the same trusts as are declared in the above-abstracted indenture.

The tithes granted by this indenture, in addition to the premises contained in the former trust-deeds, were acquired under a conveyance dated the 24th June 1808, and made between John Bradbury, Richard Reeve, John Munden, William

William Averne and Richard Averne, trustees or feoffees for the poor of the parish of Rowington, of the first part, and Edward Hawkes, Joseph Hawkes, Thomas Doughty, and Joseph Russell, trustees or feoffees for the poor of the parish of Budbrooke, of the other part; whereby, after reciting that by indenture dated the 10th May 1805, William Smith, gentleman, the impropiator of the tithes of the parish of Rowington, had granted to the said trustees for the poor of Rowington all the tithes issuing out of the messuage and lands thereafter mentioned, and the said trustees for the poor of Rowington had agreed to sell one moiety of the said tithes to the said trustees for the poor of Budbrooke; It was witnessed, that the said parties of the first part, in consideration of 40*l.*, granted, bargained and sold to the parties of the second part, their successors and assigns, one moiety of the tithes of corn, grain, hay, and all other tithes to the rectory of Rowington formerly belonging, renewing or increasing, out of the messuage, homestead, orchard, garden and closes or inclosed grounds of arable, meadow, and pasture-land, called Home Close, Barn Close, Great Harvest, Little Harvest, and Long Close, containing in the whole, by estimation, 25 acres, and then in the tenure or occupation of Elizabeth Duncalf, all which premises were situate in the parish of Rowington, and belonging to the trustees for the poor of the parish of Rowington, and the trustees for the poor of the parish of Budbrooke in equal moieties; and also the tithes that should arise upon any allotment or allotments that might thereafter be made upon any inclosure of common-lands in the parish of Rowington, in respect of the said premises, to hold the same on the same trusts, and to the same uses, as the said feoffees stood possessed of the land belonging to the poor of Budbrooke.

That the premises mentioned in the last-mentioned deed as belonging to the respective trustees for the poor of Rowington and Budbrooke in equal moieties, were those conveyed to the trustees for the poor of Budbrooke in the trust-deeds above referred to, appears from a lease dated the 27th February 1808, whereby Richard Reeve, and other trustees of one undivided moiety of the premises thereafter mentioned for certain charitable uses within the parish of Rowington, and Joseph Russell and others, trustees for the other undivided moiety of the said premises for certain charitable uses in the parish of Budbrooke, demised to Elizabeth Duncalf, those five closes, or inclosed grounds of arable and pasture-lands lying in Rowington, called Harveys, being the charity-lands of Christian Celye, and given in moieties as aforesaid, for one year from Lady-day then next, and from thence from year to year, paying therefor, yearly, to the said trustees for the parish of Rowington, 17*l.* for their moiety of the said lands, and to the said trustees for the parish of Budbrooke, 17*l.* for their moiety of the said lands, making in the whole the yearly sum of 34*l.*

The letting of this land is under the management of the trustees for Rowington, but the trustees for Budbrooke are consulted by them.

The particulars of the premises, and of the present letting, will be found under the head of the charities in Rowington. The present tenant is Mr. Thomas Peters, who holds from year to year, at the annual rent of 37*l.* 10*s.* His tenancy commenced at the rent of 45*l.* but it was afterwards abated at the time of agricultural depression to the present amount.

One moiety of this rent, amounting to 18*l.* 15*s.* is received from the tenant by the trustees for Budbrooke.

Upon the inclosure of the open and common-lands in Rowington, which took place in 1820, an allotment was awarded to the trustees for the poor of Budbrooke, in respect of their moiety of the premises above mentioned, containing about half an acre, which is let to Mr. James Barnett, as tenant from year to year, at the annual rent of 2*l.* 10*s.* which is its full value.

From this income, amounting in the whole to 21*l.* 5*s.*, a small sum is paid for land-tax, generally about 16*s.* 7*d.*, and some other trifling disbursements, amounting to a few shillings, for the expenses of the trust. The rest has for many years been applied exclusively for the repair, both internal and external, of the church, and in some other occasional disbursements in respect thereof, as in draining the church-yard, and repairing the organ. Some years ago the church being in very bad condition it was new floored and pewed, and the roof thoroughly repaired, to defray the expense of which, a sum of 200*l.* was borrowed, the interest of which was paid out of the poor's rates. £.100 of the principal was repaid in 1823, and whatever annual savings can be made, accumulate at

Budbrooke.

Christian Celye's
Charity,
continued.

Budbrooke.
 Christian Celye's
 Charity,
continued.

present, in order to pay off the remainder. The sum in hand at the last annual audit, on the first Tuesday in May, was 47*l.* 0*s.* 10½*d.* When this debt is paid off, a further expenditure will be required for the repair of the bells and belfry, which is estimated at 26*l.* When these needful repairs are completed, it is intended to give whatever can be spared to the poor, as appears to have been done heretofore.

KNIBB'S CHARITY.

Knibb's Charity.

A Benefaction Table in the church states that *William Knibb*, of Warwick, gave to the parish, by Will, after the death of his widow, a house in West-street, Warwick, directing the rents to be yearly distributed by the minister and churchwardens to the most necessitous of the parish.

This house, which is of a very inferior description, is held by the parish-officers of Budbrooke for the reception of their paupers, at the yearly rent of 4*l.*, which appears to be a sufficient rent, the parish keeping it in repair.

This rent is paid by the overseer to the churchwardens, by whom it is distributed, under the superintendence of the vicar, at the parish-church, about Christmas, among all the poor of the parish, in sums proportioned to the number of individuals in their respective families.

EDWARDS'S CHARITY.

Edwards's Charity.

The Returns to Parliament in 1786, include, among the charities of this parish, a gift by *Thomas Edwards*, in 1725, of 8*l.* 6*s.* 8*d.* for bread, to the poor, which is said to have been vested at the date of those returns in *Mary Freeman*.

This gift is not mentioned on the Benefaction-table, nor does anything appear to be now known of it in the parish.

DORMER'S CHARITY.

Dormer's Charity.

The honourable *John Stanhope Dormer*, late of Hampton-on-the-Hill, in the parish of Budbrooke, by his Will, dated the 31st of August 1810, and proved at Doctors Commons in May 1811, by his brother and sole executor *Charles Lord Dormer*, left 200*l.* for ever, to be given to the poor of this parish, that is, the perpetual interest arising from the 200*l.* to be annually distributed at Christmas to the most aged and distressed of those that receive relief from the parish of Budbrooke; declaring that his view in leaving that donation was to add a small comfort to the afflicted, and not to relieve the parish of poor-rates; and that he trusted to their honour not to pervert that his meaning, which he desired might be recorded with that donation.

Then, after leaving to the honourable *Mrs. Gould*, his sister, the interest of 800*l.* during her life, and at her death the said 800*l.* to his two nephews, the will proceeds as follows: "The interest issuing from my several shares I leave to the honourable *Mrs. Knight*, during the life of *Robert Knight*, esq. and at his death to cease to be paid to her, as she will then have the full enjoyment of her jointure; my meaning is, that my sister, the honourable *Mrs. Knight*, should have the full interest of my canal-shares, but should there not be property sufficient to pay the interest of 5 per cent, deducting income-tax, on the 800*l.* I before left to my sister, the honourable *Ann Gould*, then to make up that deficiency it must be taken from the interest arising from my canal-shares, and my sister, the honourable *Frances Knight*, must be at the loss.

"I will, that the interest issuing from my canal-shares shall be employed in giving one day's enjoyment to the poor of the parish of Budbrooke; and that they have an annual feast; and that 30*l.* or 50*l.*, if it can be afforded, after the payment of the dinner and beer for the poor, be distributed to the most aged and deserving; and that whosoever is possessor of *Grove Park* shall be guardian and trustee to this small charity; I mean by this, that the poor alone are to be considered, and to give them one day's small comfort in the year."

£.10 a year, as the interest of the legacy of 200*l.*, has been hitherto sent, about Christmas, to Budbrooke, for distribution among the poor, first by *Lord Dormer*, the executor, and since his death by *John Talbot*, esq., his executor and trustee. We are informed that the legacy has now been invested by *Mr. Talbot* in the purchase of 241*l.* 6*s.* 6*d.* three per cent consolidated annuities, in his own name, the dividends of which will in future yield to the charity only the annual sum of 7*l.* 4*s.* 8*d.*

The

The annuity has of late been transmitted by Mr. Talbot's agent in London to the Rev. Francis Turville, a Roman Catholic minister resident in Budbrooke, who has usually given away a portion of it himself to poor families receiving relief from the poor-rates, in sums of 1*l.*, the remaining and larger part he has paid over to the churchwarden, who has distributed it to poor persons receiving such relief, chiefly widows or old men, in sums of 1*l.* or 10*s.*

The canal-shares alluded to in the latter part of the will are five shares, and five half shares in the Birmingham and Warwick Canal, now standing in the books of the Canal-company in the name of "the Representatives of John Stanhope Wintringham Dormer, of Grove Park, deceased," and yielding at present an annual dividend of about 11*l.* a share.

It does not very distinctly appear upon the face of the will at what time the testator intended that his singular and somewhat obscure disposition of the interest of these shares for the benefit of the poor should commence. The construction put upon this bequest by the testator's family is probably the correct one, that it was not to vest to the use of the poor till the death of Mr. Knight, who is still living.

HAMLET OF HAMPTON CURLIEU, COMMONLY CALLED
HAMPTON-ON-THE-HILL.

GREEN'S CHARITY.

By Indenture of Feoffment, dated the 8th October 1791, between William Middleton and Thomas Cant, of the first part; Joseph Shelburn, George Daws, Joseph Blick, and Thomas Doughty, of the second part; and Francis Alexander, (attorney for delivering seisin,) of the third part; after reciting an Indenture of Feoffment, dated the 5th August 1674, between Alice Green, widow, executrix of the will of *Thomas Green*, deceased, and Susannah Green, one of the daughters of the said Thomas Green and Alice, of the one part, and Richard Edwards, deceased, of the other part; whereby the said Alice and Susannah, in performance of the will of the said Thomas Green, enfeoffed to the said Richard Edwards, his heirs and assigns, a little pingle or close, with the appurtenances, situate in Budbrooke, in the county of Warwick, on trust, to let the same from time to time for the best and most improved yearly value and profit that it would bring, and yearly, on the feast of the Purification, distribute all such monies as should be raised or received out of the said yearly rents and profits amongst the poor people of Hampton Curlieu, for their better relief and support, in such quantity and proportions as the said Richard Edwards, his heirs or assigns, or any of them, in their discretion should think meet and convenient, letting the real poverty and indigency of the person or persons of honest fame and conversation weigh most with him or them; and further reciting, that the said Richard Edwards accepted the said trust, and distributed the rents and profits of the premises according to the confidence reposed in him, and that the said William Middleton and Thomas Cant were the heirs-at-law of the said Richard Edwards deceased; and for the better ordering and managing the said charity thought fit to increase the number of trustees therein, and for that purpose to convey the premises, with the appurtenances, to the said parties of the second part, their heirs and assigns; it was witnessed, that they the said William Middleton and Thomas Cant did thereby grant and enfeoff the said pingle or close to the said parties of the second part, their heirs and assigns, upon the trusts in the said recited indenture mentioned and declared.

By a subsequent trust-deed, dated the 21st September 1811, the last which has been executed, the land was conveyed by Thomas Doughty, surviving trustee, to Thomas Woods Weston, John Edwards, Sampson Carey, John Billington, Richard Berwick, and William Newey, all of whom except the last are still living.

The parcel of land thus granted was ascertained by admeasurement in 1791 to contain 1*r.* 22*p.* It appears to have been formerly let at 2*s.* 6*d.*, subsequently at 5*s.*, and ultimately at 12*s.* per annum.

It was surrounded on all sides by lands of Lord Dormer, and being consequently very inconvenient of access, the trustees were induced to contract with his Lordship for an exchange, which agreement was carried into effect by an Indenture, dated the 19th May 1818, between the Right honourable Charles Lord Dormer, of the one part, and the trustees of this charity, of the other part, whereby his Lordship conveyed to the said trustees a piece of pasture-ground

Budbrooke.

Dormer's Charity,
continued.

Hampton Curlieu.
Green's Charity.

Hampton Curlieu. situate at Hampton-on-the-Hill, in the county of Warwick, containing 3R. 36P.,
 Green's Charity, bounded on the north-west by the road leading from Hampton-on-the-Hill to
 continued. Buddbrooke, and on the south-west by land belonging to the trustees of Hampton
 school-land, and also a small piece of land situate in the parish of Buddbrooke,
 then in the possession of the said Lord Dormer, and adjoining on the north-
 west side thereof to the road leading from Buddbrooke to Sherborn, and on the
 other sides thereof by land belonging to the trustees of the school-land, in
 exchange for the said piece of land called the Little Pingle or close, which the
 said trustees thereby conveyed to his Lordship, his heirs and assigns.

The premises thus received in exchange are at present held as follows: viz.

The piece of 3R. 36P., which is known by the name of Ash Close, is held by
 Joseph Tarver, as yearly tenant, at the rent of 2*l.* per annum.

The other parcel, which is estimated to contain about one rood, is held by
 Job Masters, as yearly tenant, at the annual rent of 10*s.*

Both these rents are the fair value.

These rents are distributed annually on St. Thomas-day among the poor of
 Hampton Curlieu, in small sums, varying from 1*s.* to 5*s.* An account is kept of
 this distribution, in which the names of the respective persons partaking are
 specified, and the sums given to each. The rents are received and distributed
 by Mr. John Edwards Hawkes, the churchwarden, by the appointment of the
 trustees.

HAMLET OF NORTON CURLIEU, (COMMONLY CALLED LOWER NORTON.)

HOPKINS'S CHARITY.

Norton Curlieu. *Edward Hopkins*, by Will, dated the 1st February 1681, gave to the poor of
 Hopkins's Charity. Nether Norton the sum of 8*s.*, to be paid yearly by his executor, his heirs or
 assigns, out of the rent of a piece of land called Copson's, upon the feast of
 St. Thomas the Apostle.

This annuity of 8*s.* is now received from Mrs. Horsley, widow of the late
 Hopkins Horsley, as the owner of a farm in Norton Curlieu, in the parish of
 Buddbrooke, which is understood to comprise the piece of land called Copson's,
 on which the annuity is charged.

This annuity is distributed among the poor of Norton in small sums of about
 4*d.* each.

PARISH OF CLAVERDON.

MATTHEWS'S CHARITY.

Claverdon. *John Matthews*, alias *John Smith*, of Claverdon, by Will, dated 11th May,
 Matthews's Charity. 17th Henry VIII, willed that George Throckmorton, esquire, and other his
 trusty friends, whom by deed of feoffment thereto annexed he had enfeofed
 with three messuages or cottages, and their appurtenances, in the town and
 field of Claverdon, to the use of his will, should stand seised of the same in
 fee, to the use of himself and his assigns, during his natural life, and after his
 decease to the use and performance of an obit dirge, with masses and other
 observances for his soul, and all Christian souls, in the parish-church of Claver-
 don, by the vicar for the time being, or his deputy, who should receive for his
 labour in that behalf, yearly, —; the rest of the rents and issues of the
 same premises to be spent and employed in and upon other necessities of the
 said church, and thus continuing from year to year, and from time to time,
 for ever, at the discretion of the churchwardens for the time being; and he
 willed that when it should happen that his said trustees should decay to the
 number of three or two, the said three or two surviving should make a lawful
 estate in the law, as should be devised by learned counsel, by deed feoffatory
 to ten or twelve other honest persons, at the denomination of the parishioners,
 which ten or twelve so seised and possessed should hold and enjoy the said
 premises in like form and manner for the use and performance of that his last
 will as above expressed.

No subsequent trust-deed of this property is found among the docu-
 ments prior to the year 1775, from which period the trusts have been duly
 renewed.

By the last trust-deed, dated 23d March 1824, the trust-estate was vested
 in Elias Webb, Christopher Musgrave the elder, Edward Bolton Clive, John
 Brooks

Brooks, John Kemp, Richard Francis Onslow, William Andrew Foley, Christopher Musgrave, junior, Archer Clive, William Gibbs, John Newberry, William Perkins, Benjamin Kemp, Joseph Bolton, and William Middleton, their heirs and assigns, in trust, from time to time to appoint some one or more of them, or some other person or persons as they or the major part of them should think fit, to be receivers and disposers of the rents and profits arising from the said premises, which collectors, out of the rents and profits, should pay all charges and expenses that should from time to time be occasioned by reparations of the premises, or otherwise concerning them, and should apply the residue of the rents and profits to and for the repairs, ornaments, and necessities of and in the parish-church of Claverdon, and for such other good and charitable uses, intents, and purposes as the trustees, or the major part of the, should from time to time order and direct, the same to be disposed of according to the directions of the will of the said John Matthews otherwise John Smith; and the said collector should upon every reasonable request of the said trustees deliver a true and just account of all such sums of money which he or they should receive in respect of the said premises, and in what manner, and for what purposes, the same should have been applied or disposed of, and should pay such sum as should remain in his hands to such person or persons as the said trustees should from time to time appoint collectors and disposers of the rents of the said premises; and upon further trust, that when the trustees should be reduced by death to two or three in number, the survivors should convey the premises to ten, twelve, or more such other persons who should be then owners or occupiers of lands and tenements within the said parish of Claverdon, as they should think proper, their heirs and assigns, upon the trusts before mentioned.

Claverdon.

Matthews's Charity,
continued.

The trust-estate conveyed by this deed consisted of the following premises :

1. A messuage, cottage, or tenement, then converted into two tenements, with the gardens and back-sides thereto belonging ;
2. Three messuages, cottages, or tenements, then used as four, with the gardens and back-sides thereto belonging ;
3. Two other messuages, cottages, or tenements, then converted into three, with the gardens and back-sides thereto belonging ;
4. Two new erected cottages or tenements, with the appurtenances thereto belonging ;

All situate in the parish of Claverdon near a place called the Green :

5. Three messuages, cottages, or tenements, with the gardens, &c. in the parish of Claverdon, near to the Red Lion public-house :
6. Two messuages, cottages, or tenements, with gardens, &c. in the parish of Claverdon, near to a grove called Gannaway Grove :
7. A messuage, cottage, or tenement, then divided into two tenements or dwelling-houses, at Langley in the parish of Claverdon, with a garden and back-side thereto belonging :
8. A messuage, called White's House, then converted into three dwellings :
9. A messuage or tenement, then divided into three tenements or dwelling-houses, situate in Claverdon, with the gardens thereto adjoining :

All which messuages, tenements, or dwelling-houses, with the appurtenances, were then let to the churchwardens and overseers of the poor of the parish of Claverdon, for the use and benefit of the poor of the said parish.

These several messuages, being 24 in number, are still held by the parish-officers, and occupied by the parish-paupers, whom they place in them, and for which they pay an annual rent of 23*l*.

These houses are all of a very inferior description, and such as it would be difficult to procure tenants for. The rent is deemed the fair value.

10. Three closes adjoining the house, called White's House, with a piece of ground of about 23 perches, theretofore a lane situate in the parish of Claverdon.

These are held by Thomas Malin, as yearly tenant, at the rent of 12*l*.; the closes contain 5 A. 1 R. 28 P.

11. A close lying near to 3 of the before-mentioned messuages : This contains 1 A. 0 R. 34 P. :

12. A lot of ground in a common field called the Reading : This contains 2 A. 0 R. 33 P. :

13. A close of pasture, called the Coppice Close : This contains 4 A. 1 R. 20 P. :

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4 E

11. A meadow

Claverdon.

Matthews's Charity,
continued.

14. A meadow thereto adjoining; this contains 1A. 0R. 33P.:

These four last-mentioned parcels, containing in the whole nine acres, are held by William Preston, as yearly tenant, at the annual rent of 14*l*.15. Five closes, near Gannaway Grove: These contain 20A. 0R. 28P., and are held by George Sharp, as yearly tenant, at the rent of 18*l*.16. A close in the said parish, lying near Yarningale Common: This contains 2A. 2R. 29P. and is held by William Bolton, as yearly tenant, together with the next parcel, at a rent of 5*l*.

17. A lot of land in the Reading common field: This contains 3R. 14P.

18. A close, lying in Langley, adjoining the messuage there: This contains 1A. 0R. 13P. and is held by the widow Jobson, at the rent of 2*l*. 4*s*. per annum.19. A close, called the Blacksmith's Close. This contains 2A. 0R. 14P. and is held by Richard Pratt, as yearly tenant, at the rent of 4*l*.

These several lands are let under a valuation, and the rents appear to be the fair value of the respective premises.

These rents, amounting in the whole to 78*l*. 4*s*. per annum, after paying the expense of keeping the houses in repair, are carried to the churchwardens account, and, except a sum of 12 guineas for schooling, are applied to the repairs and other uses of the church.A fall of timber took place in the course of the year 1825, which produced a sum of 514*l*. which has been deposited in the bank of Messrs. Whitehead, at Warwick, until an advantageous investment can be procured for it, the intention being to suffer it to remain at interest, until by means of the accumulation a sufficient fund shall be raised for making some proposed additions and improvements to the church.The accounts are annually audited at a vestry. At the last audit, 28th March 1826, there was a balance of 135*l*. 11*s*. 6*d*. in the hands of the churchwarden, besides the sum already mentioned as deposited at the bankers.In these accounts, besides the ordinary disbursements for the repairs and other uses of the church, there is also charged the annual payment above mentioned of 12*l*. 12*s*. for a schoolmaster's salary.

This salary is paid to a schoolmaster, who attends daily in the vestry (Sundays excepted) to instruct the poor children of the parish in reading, writing, and arithmetic, with the Church-catechism. Between 30 and 40 are thus instructed.

This application of a portion of the funds appears to be warranted by the provisions of the later trust-deeds, and to be generally considered in the parish as a very beneficial application thereof, although not strictly within the letter of the general trusts declared by the will of the donor.

CHARITIES OF SARAH WALFORD AND WILLIAM PARKER.

Charities of
Sarah Walford and
William Parker.It is recorded on a Benefaction Table in the church, that *Sarah* the wife of Thomas Walford gave the interest of 30*l*., for ever, to be laid out in bread, and distributed to the poor of this parish 12 times in the year.It is further recorded on the Benefaction Table that *William Parker* gave by Will 20*s*., for ever, to be equally divided amongst four poor widows of this parish, yearly, on St. Thomas's-day; and also bread, 9*s*. for ever to be given to the poor of this parish several times in the year, and 1*s*. yearly to the clerk, for distributing the bread.The Returns to Parliament in 1786 mention a legacy of Sarah Walford of 30*l*. for bread to the poor; another of Samuel Parker of 20*l*. to four poor widows; and another of William Parker of 10*l*. to the poor; which several legacies are stated to be at the date of those returns vested in Sir Henry Gough, yielding the annual produce respectively of 30*s*., 20*s*., and 10*s*.There is now paid by Mr. William Perkins, as tenant of a farm in Claverdon parish, the property of John Calthorpe Gough, esq., the sum of 1*l*. annually on St. Thomas's-day to four poor widows of the parish, who are appointed at a vestry-meeting as proper objects to receive it, and a further sum of 1*l*. 19*s*., which is distributed in monthly bread, chiefly twopenny loaves, among the poor of the parish, and 1*s*. per annum, which is given to the clerk for distributing.These several payments amount in the whole to 3*l*. per annum, and are understood to be a charge upon the estate out of the rents of which they are now paid.

The

The bread is furnished in monthly quantities by a baker, who is paid for the amount at the end of the year by Mr. Perkins.

The distribution is generally made by the clerk at the church on the first Sunday in the month.

Claverdon.

MATTHEW WALFORD'S CHARITY.

The Benefaction Table further records that *Matthew Walford* gave by Will, out of his estate called Nunhold, in the parish of Hatton, 20s. in money, for ever, to be distributed amongst the poor of Claverdon by the minister and churchwardens for the time being, yearly on St. Thomas's-day; and died the 29th day of September 1722.

Matthew Walford's
Charity.

The sum of 20s. is annually received by the churchwardens from William Nason, as the owner of an estate called Nunhold, in the parish of Hatton, which is understood to be subject to this charge.

This money is laid out in bread, which is distributed on St. Thomas's-day among the poor of the parish in twopenny or threepenny loaves at the church.

JOHN PARKER'S CHARITY.

It is further recorded on the Table in the church that *John Parker* gave by Will, out of his estate in this parish called Cordisonall, 10s. for ever, to be distributed to the poor of this parish by his heirs, successors, or their assigns, three days before Christmas, yearly.

John Parker's
Charity.

The sum of 10s. is annually received by the churchwardens from Samuel Brown, the tenant of a small farm in Claverdon, the property of Sir Joseph Scott, of Barr Beacon. The farm is situate near Yarningale Common, in this parish, and is said to be sometimes called by the name of Cordisonall.

The 10s. thus received are also applied to the purchase of bread, which is distributed at the same time as the last mentioned, and in like manner.

PARISH OF HASELEY.

THE TOWN CLOSE.

The only deed or document that is found in the parish relative to the land which is known by the name of the Town Close, is an Indenture, dated the 24th October 1674, between Thomas Featherstone, described as nephew and heir of William Featherstone, late of Studley, in the county of Warwick, surviving feoffee of the lands and premises after mentioned, of the one part; and William Featherstone, John Parmer, John Bree, John Mallery, jun., Daniel Mallery, John Jervis, and William Fulford, of the other part; whereby the said parties covenanted the one with the other that the said Thomas Featherstone, and his heirs, and every other person then seised, or thereafter to be seised, of and in one close or croft of land, with the appurtenances, lying in Haseley, late in the occupation of Sir Clement Throckmorton, and then of his heirs or assigns, and extending in length between a close called Pale Field, on the east part, and the garden then in the tenure of John Price, or his assigns, on the west part, and in breadth between the park then called Haseley Park, on the south, and the highway leading from the watermills there towards Bewsall, on the north part, should from thenceforth stand seised of and in the said close or croft of land, with the appurtenances, to the uses following, viz.; that the rents and profits thereof should yearly for ever be employed on the necessary reparations of the church of Haseley, the repairing of the highways there, and the relieving of the poor inhabitants there, or to any of the said uses, at the will and discretion of the churchwardens for the time being of the said parish, and that the rents and profits should be yearly taken by the said churchwardens to be so employed; and that the said churchwardens should once in the year yield a just account of the employment of the said rents and profits to the said Thomas Featherstone, William Featherstone, and other the parties above named, or to any six or seven of them, or to their heirs and assigns, or to six or seven of such other persons as should thereafter be seised of the said premises to the uses aforesaid, at such time and place as the said churchwardens should by them, or some of them, be thereunto reasonably requested; the rating and applying of the rents and profits of the said close, and the nomi-

Haseley.

The Town Close.

Haseley.

The Town Close,
continued.

nating and placing of a tenant or occupier of the same close, to be done by such person and persons as should be seised of the said close to the uses aforesaid.

It is not known that these trusts were ever renewed. The property has been, as far back as memory extends, under the management of the parishioners in vestry, who from time to time have regulated the letting and directed the application of the rents.

This close, which is estimated to contain about two acres and a half, is now in the occupation of Solomon Bray, as yearly tenant, at the rent of 4*l*. He has held at this rent about nine years, having previously held for about 20 years at 50*s*. per annum. He succeeded his father in this tenancy, who had held the close for some years at the like rent of 50*s*. The present rent appears to be the fair value.

The rent of this close, until about five years since, used to be applied in aid of the poor's rates. Since that period it has been more judiciously employed towards the support of a school which has been established in the parish for the instruction of the poor children, and which is principally maintained by voluntary contributions.

PARISH OF NORTON LINDSEY.

CHURCH LAND.

Norton Lindsey.

Church Land.

There is a small piece of land in this parish called the Church Piece, three-quarters of an acre in size, the rent of which has been immemorially applied to the expenses of the church, but it is wholly unknown how the property was acquired. It is let to Mr. Joseph Brooks, at the yearly rent of 1*l*. 10*s*., which appears to be its fair value. The rent is received by the churchwardens and carried to the church-account.

PARISH OF PRESTON BAGOT.

POORS LAND.

Preston Bagot.

Poors Land.

There is in this parish a piece of land, estimated to be about half an acre in size, on part of which a house has been erected for the residence of six poor families, and the rest has been converted into gardens for them.

These premises are probably the same with a house and land mentioned in the Returns under Gilbert's Act, 26 Geo. III., as having been derived by the poor of Preston Bagot from Commissioners of Inclosure, under an Act of Parliament in 1741, and at the time of those Returns vested in the overseers, and occupied by the poor. We have not, however, been able to discover any such act at the Parliament Offices, nor have we found any trace in the parish, or at the office of the clerk of the peace for the county, of any inclosure having taken place in this parish. On searching the parish-books and documents nothing has been found which appears connected with this property, except a memorandum, dated 2d November 1772, whereby one "Thomas Bowdon agrees to give three roods and thirty-four perches of land in exchange for the equal quantity of three roods and thirty-four perches belonging to the poor of Preston Bagot."

The house is kept in repair by the overseers, who select such poor families as they think proper to reside there rent-free.

PARISH OF ROWINGTON.

COMBINED CHARITIES.

Rowington.

Combined
Charities.

Of the several charities which will be found embraced under this head, the following are the only ones of which the original instruments of foundation, or copies thereof, are now found among the documents, viz.

HILL'S.—*John Hill*, by Will, dated the 23d September 1502, willed that the churchwardens of the parish of Rowington, and their successors, should yearly receive 51*s*. 4*d*. of the issues and profits of all his lands and tenements there underwritten, viz. 6*s*. 8*d*. yearly out of a parcel of his lands in Broxton field, in the Lordship of Rowington; and 4*s*. yearly out of a croft, called the Rudding,

Rudding, lying at Pinley Wood; and 4*s.* yearly out of a parcel of land lying in Lowston End; and 6*s.* 8*d.* yearly out of a croft called Preston Close, lying in Preston Bagot; and 6*s.* 8*d.* yearly out of a croft called Cooks Croft, otherwise Shurlocks Croft, within the lordship of Lapworth; and 10*s.* yearly out of a parcel of land in Shrewley; and 13*s.* 4*d.* yearly out of a parcel of land in Lapworth. And after directing certain obits and dirges to be performed, and appropriating certain payments in respect thereof, and for other similar purposes, he willed that the churchwardens, to fulfil his will effectually, should have yearly 2*s.* 8*d.* viz., 1*s.* 4*d.* each. And he further willed, that the said churchwardens, with the oversight of the vicar of the said parish, should distribute every Good-Friday to the poor living in Rowington, and especially to those who had most need, 6*s.* 8*d.* And he willed that the house called the Church House, beneath the west end of the church-yard, should be repaired and maintained out of the said issues as often as need should require; and that the said churchwardens should yearly receive 13*s.* 4*d.* of the issues, and dispose of the same about the repairs of the highway from Rowington Green to Soly Heath, and from Lowston Ford to Pinley Wood. And he willed that the said churchwardens should once in a year, before the feast of Pentecost, make a due account before the vicar of Rowington, or his deputy, and four of the honestest and worthiest parishioners, of the distribution of the said 51*s.* 4*d.* And he further willed, that William Garner and 11 others should be enfeoffed in the said lands and crofts, with the appurtenances, to fulfil the purposes above directed faithfully, for ever, as by a deed of feoffment made to them by him for that purpose, dated on the feast of the Conception of the Virgin Mary, in the 12th Henry VII. might appear.

[The lands derived under this will are understood to be those which will be found described below in Nos. 2, 3, 4, 5, 6, 7, and 8, or 7, or 8, of the premises conveyed by the last trust-deed.]

OLDNALL'S.—*John Oldnall*, by Will, annexed to a deed, dated the 13th May, 3d and 4th Philip and Mary, whereby he granted to Clement Throckmorton and several others, two crofts and meadows called Packwood, lying together in Furwood End in Rowington, to the use of his will, declared his will to be that his said feoffees and their heirs should stand seised of the said premises, on trust, to permit the churchwardens of the parish of Rowington to receive the rents and profits of the said premises for ever, on condition that they by the oversight of the vicar of the said parish, or his deputy in that behalf, should yearly, on the Sunday next after the feast of the Ascension, distribute 8*d.* thereof to the poorest people then dwelling in Rowington, to be appointed for that purpose by the discretion of the said vicar and churchwardens for the time being; and that the said churchwardens should yearly dispose of 3*s.* 4*d.* more of the said rents and profits, in and about the needful reparations and mending of the highway leading from Rowington Green to Shrewley Heath; and he further willed, that when his feoffees should by death be reduced to four, three, or two, the survivors should enfeoff such and so many other honest and discreet persons as they should think convenient, in the premises, to the uses aforesaid.

[These premises correspond in description with those of No. 10, in the late trust-deed.]

By another will annexed to another deed, dated the 13th June, 3d and 4th Philip and Mary, whereby he granted to the said Clement Throckmorton and others, his former grantees, a croft or pasture called Birch Croft, lying in Beausall in the said county, to the use of his will, the said John Oldnall declared his will to be that his said feoffees, and their heirs, should stand seised thereof, upon condition yearly to pay of the rents thereof, 6*s.* 8*d.* to the parish-clerk of Rowington for ever; and he further willed that his said feoffees should lease the said croft for so many years as they should think meet, reserving only 6*s.* 8*d.* yearly rent, and taking no fine, and putting out no tenant or tenant's child whom they should think meet or able to occupy the said croft, and to pay the said rent, with a like provision as above for renewing the trusts.

[This croft corresponds in description with No. 9, in the last trust-deed.]

HUNT'S.—*Thomas Hunt*, by Deed-poll, dated 24th April 1579, granted to John Reeve and William Lee, the then churchwardens of the parish of Rowington and their successors for ever, and to certain other persons therein

Rowington.

Combined
Charities,
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Rowington.

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Charities,
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named, parishioners of the same parish, and their heirs, an annuity of 6s. 8d. to be issuing yearly at the feast of All Saints, out of his croft or close of land lying in Rowington, between the waste there called Bushwood Green, on the one part, and the lands late of John Oldnall on the other part, extending to the lane leading from Bushwood Lane towards Warwick, to hold to the grantees and their heirs, to the use of the poor people dwelling within the parish of Rowington, for ever, to be distributed to them by the churchwardens and their successors for ever, yearly, on St. Thomas's-day.

[It is not known what particular land was thus charged; an annuity of 6s. 8d. which has been long received out of a close called Sugar's Close, in the parish of Old Stratford, now the property of Mr. Wilson, of Exhall, near Coventry, is presumed to be paid in respect of Hunt's charity, but under what circumstances the charge became transferred from the land in Rowington is not known.]

GARDNER'S.—*Edward Gardner*, by Will, dated 13th October 1647, gave to the churchwardens and overseers of the poor of Rowington, and their successors, for ever, one yearly rentcharge of 5s., to be issuing out of his cottage and tenement, and the lands and tenements thereto belonging, in Rowington, to be paid upon the feast of St. Andrew the Apostle, yearly, for ever, and to be distributed by the said churchwardens and overseers, and the most honest and discreet men of the said parish, among the poor widows inhabiting within the said parish, upon the feast of St. Thomas the Apostle, yearly, and, subject to that charge, he gave the said premises to his cousin Edward Collett and his heirs.

[The annual sum of 5s. in respect, as it is understood, of this annuity, is received from Mr. John Newbery, of Claverdon, as the owner of some land in Rowington which he lately purchased, subject to the charge.]

HODGKINS'S.—By Indenture, dated 30th December 1665, between Awdrey Atwood, widow, and others, of the first part, Walliston Betham, and others, of the parish of Rowington, of the second part, and John Jackson, (attorney to deliver seisin) of the third part, reciting that *Richard Hodgkins*, by Will, dated 30th July 1638, gave to the parish of Rowington 30*l.*, to be set out by way of perpetuity, or laid out in lands, either by his executors or overseers, or such four of the honestest and worthiest parishioners of Rowington, as either of the longest livers of his executors or overseers should nominate, to the best advantage, as near as they could, and one half of the rents and profits to be employed towards the mending and repairing of the parish-church and church-house, and the other half to be distributed amongst the poor inhabitants of the said parish, where cause and necessity most required, to be performed by his executors and overseers during their lives, and afterwards by such four persons as should be so nominated as aforesaid, and so successively for ever, which distribution should be always made upon the feast of St. Lawrence, and upon the same day there should be a true account made of the said rents and profits; and reciting, that the surviving executors had nominated four of the said parties of the second part to be trustees for the disposing of the said premises; It was witnessed, that the said parties of the first part, in consideration of the said sum of 30*l.*, thereby granted and conveyed to the said parties of the second part, their heirs and assigns, a close or ground, commonly called Hedge Field, with one selion of land lying within the same close situate in Bushbury, in the county of Stafford, between another close of the said Awdrey Atwood there, called the Hill Orchard, on the one side, and another ground of the said Awdrey, called the Upold-under-Hill, on the other side; and also all that part, and so much of a certain close or ground called Twitchelbrook, as lay within the manor of Essington and parish of Bushbury; to hold to the grantees, their heirs and assigns, upon the trusts of the said will; and upon further trust, that when 10 of the said trustees should die, the four survivors should, at the request of the churchwardens, convey the premises to 12 other of the most substantial parishioners of Rowington, and their heirs, upon the trusts before mentioned.

By Indenture, dated 29th December, 23d Charles II., between Richard Betham and others of the one part, and Thomas Atwood, son and heir of Robert Atwood, deceased, of the other part, reciting the deed above abstracted; and further reciting, that at the time of sealing and executing the same it was conditioned and agreed that the said Robert Atwood and Thomas Atwood,

Atwood, or the survivor of them, should upon their request and charge have a lease of the said premises, with the appurtenances, granted back to them, or the survivor of them, by the feoffees aforesaid, for what number of years they or either of them should require, without impeachment of waste, under the yearly rent of 30s.; It was witnessed, that the said parties of the first part, in pursuance of the said agreement, thereby demised the said premises to the said Thomas Atwood for the term of 500 years from the date thereof, without impeachment of waste, at the yearly rent of 30s., on the feast of St. John the Baptist, without deduction in respect of any tax or payment whatsoever that should be imposed upon the said premises during the said term, and if the said rent should be at any time in arrear it should be lawful for the lessors to re-enter and repossess the premises.

[These premises are conveyed in No. 20 of the last trust-deed. The reserved rent of 30s. is erroneously described on a tablet in the church as a benefaction of Thomas Atwood.]

BIRD'S.—By Indenture, dated the 1st March 1669, between William Milborne, and others, of the one part, and Richard Betham, and three others, of the other part, reciting, that *John Bird* and *Catherine* his wife in their life-time intrusted William Barnes with the sum of 50*l.*, and declared their intention, that he should after the death of the said Catherine deliver the same to the said parties of the second part, to the intent that they should therewith purchase to them and their heirs a rentcharge or lands of inheritance, to remain in perpetual remembrance of the said John and Catherine, and the rents and profits thereof to be by the said parties of the second part, and their heirs and assigns, yearly distributed among the poor of the said parish of Rowington according to their discretion; and that when two of the said trustees should die, the other two should grant or enfeoff the said rentcharge or premises to two other inhabitants of Rowington, to be joined with them upon the trusts aforesaid; and further reciting, that the said William Barnes had lately, since the decease of the said Catherine, delivered the said 50*l.* to the said parties of the second part, who had contracted with the parties of the first part for the purchase of the premises after mentioned; It was witnessed, that the said parties of the first part, in consideration of the said sum of 50*l.* did thereby grant and enfeoff to the said parties of the second part, their heirs and assigns, a messuage or tenement, with the garden and orchard thereto belonging, and one little close to the said messuage also belonging, and near adjoining, then or theretofore called Pinley Close, situate in Rowington, near to a certain green or waste called Pinley Green; to hold, with the appurtenances, to the said grantees, their heirs and assigns, upon the several trusts before mentioned.

[These premises correspond in description with those which will be found below in No. 1, of the premises conveyed by the last trust-deed.]

MILBURNE'S.—*John Milburne*, by Will, dated 12th March 1678-9, gave to his son John part of one of his closes in Shrewley, called by the name of Priests Fields, adjoining to the common called Shrewley Heath on the east side, and to a lane called Cofield-lane on the north side, and all his coppice-wood therein mentioned, upon condition of paying the testator's debts; and as to all the rest of his lands and coppice-woods lying in Shrewley, called by the name of Priests Fields, and one barn upon the same, he gave them, after the deaths of his two daughters therein named, to the poor of Rowington, for ever, to be employed wholly, that is to say, the rent thereof, for the poor of Rowington.

By Indenture Tripartite, dated 8th August 1681, between John Milburne, son and heir of the said John Milburne, and others, of the first part; Richard Betham, John Field and others, for and on the behalf of the poor of Rowington, of the second part; and William Saunders, and another, of the third part; reciting the will of the said John Milburne, deceased, and that differences and doubts had arisen as to the particular premises devised to the said John Milburne, the son, and that for the settling thereof, the several parties thereto had agreed to settle the same as after expressed; the said parties of the first part thereby granted to the said parties of the third part, their heirs and assigns, the premises therein mentioned, to hold to the uses therein mentioned, viz. as to two closes of the said premises, for the use of the said John Milburne the son, party thereto, his heirs and assigns, upon the condition in his said father's will; and as to the other close, being in the close which adjoined the

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Charities,
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land of one William Cooper, on the west, and the lane leading from Shrewley Green to Rowington, on the south, for the use of the said daughters of the said John Milburne, deceased, successively during their respective lives, and afterwards to the use of the parties of the second part, their heirs and assigns, in trust, for the relief, maintenance and benefit of the poor of Rowington.

[This close is conveyed in No. 12 of the late trust-deed.]

A Benefaction Table in the church of this parish, which purports to have been put up in 1711, besides the foregoing benefactions, of which it makes a brief and not always accurate mention, also records the following, viz.

“*Christian Cely* gave a parcel of land to Rowington and Budbrooke, called Harveys, now in the tenure of Joseph Yardley.”

[This parcel of land will be found more particularly described below in No. 11 of the premises comprised in the last trust-deed.]

“*John Hancox* gave 20s. out of Poundley Meadow, to be given to the poor on Good Friday.”

[This annuity is at present received from Thomas Berwick, as the occupier of a meadow in Rowington, called Poundley Meadow, now the property of Richard Farmer, of Bubbenhall.]

“*Thomas Reeve* gave 100*l.* for charitable uses, the use of one moiety to the poor of Rowington.”

[The Returns to Parliament in 1786, in noticing this benefaction, add that it was unknown whether it had been distributed, or laid out in land. It does not appear that any more certain information upon the subject is at present possessed in the parish.]

Unknown Donors.—“A parcel of land, called Moreland, in the parish of Lapworth, now in the tenure of Nathaniel Rowse; and Tineing’s Acre, now in the tenure of Richard Sanders; and St. Mary Leighton, now in the tenure of William Avern; and Smalley Meadow, are given to Rowington for the use of the poor.”

[The three former of these parcels appear to be conveyed in Nos. 13, 14, and 15, of the last trust-deed. Of Smalley Meadow, by name, nothing is now known in the parish, and the description is too vague to enable us to form an opinion whether it is lost to the parish, or is enjoyed by it as part of some other premises, or by some other name.]

“*Richard Thorneal*, of Shrewley, gave 5*s.*, issuing out of Pipers, to be given to the poor on St. Thomas’s-day.”

[This annuity of 5*s.* is a present received from Mr. William Tibbitts, as the tenant of a close in Shrewley, called Pipers, now the property of Christopher R. Wren, esq.]

“*Madam Elizabeth Wollascot* gave 50*l.* for the use of the poor of Rowington, for ever.”

[The Returns to Parliament in 1786 state that this gift was then in land, yielding an annual produce of 4*l.*

It is not known in the parish what specific land was thus purchased, but it will be seen below that the parish are possessed of property in land and buildings not specifically mentioned on the Benefaction-table, or in any of the documents above abstracted, towards the purchase of which, as well this legacy as that of 100*l.* given by Thomas Reeve, may have been applied, and of which Smalley Meadow above-mentioned may also form a part. The premises alluded to are those which will be found described below, in Nos. 16, 17, 18, 19, 26, and possibly 7 or 8.]

The charitable estates and funds of this parish have been for many years combined under one set of trustees, and the successive trust-deeds comprising them have declared, that the premises were to be holden in trust “for the parish of Rowington, and for the several and respective uses specified and appointed by the several donors of the said several premises.”

The last of these trust-deeds is an Indenture of Release, dated the 3d September 1811, whereby the premises were vested upon the trusts above mentioned in John Bradbury, the Rev. George Weale, Samuel Aston, William Wells, John Jackson, Thomas Lea, Edward Moore, John Edwards Yarrow, Thomas Wallis, William Bolton, Robert Mander, and Joseph Willington, their heirs and assigns.

The

The following are the premises conveyed by this deed, with the description therein given of them, except as far as regards the contents of the several parcels, which, being therein stated by estimation, we have corrected from a survey made by Mr. Richard Margetts, now of Warwick, in the year 1811.

Rowington.
Combined
Charities,
continued.

	A. R. P.	£. s. d.
1. [<i>Bird's Charity.</i>].—"A messuage or tenement, with a garden and orchard, and one little close to the said messuage belonging, called Pinley Close, situate in Rowington, at or near a place there called Pinley Green," containing - -	1 1 36	
To this has been since added, upon the inclosure of Rowington in 1819, a small allotment, containing - - -	0 1 31	
[This house has been since divided into four tenements, which, with the original garden, and the orchard and the allotment, now both converted into gardens, are occupied by poor people, placed there by the trustees and parish-officers rent-free, on paying only a small acknowledgment. The close is held, together with the house and land at Pinley Green, (No. 3,) by Thomas Wilcox, as yearly tenant, at the annual rent of] - - - - -	- - -	14 - -
2. [<i>Hill's Charity.</i>].—"Certain parcels of land given by Bailiff Hill's will;" viz. "A parcel of land in Broxton Field in the parish of Rowington, divided into two pieces," containing - - - - -	9 1 27	
[This land is held, together with two cottages and a garden, (containing 20 perches of measured contents,) by Joseph Burge, as yearly tenant, at the rent of] - - -	- - -	20 - -
3. [<i>Ditto.</i>].—"A dwelling-house and garden, and a close called Pinley Rudding, situate near to Pinley Green, in the said parish, divided into two parts," and containing - - -	3 0 1	
[These premises are held by Thomas Wilcox, together with the land mentioned in No. 1.]		
4. [<i>Ditto.</i>].—"Another close in Rowington, called Newlands," containing - - - - -	2 3 36	
[Held by John Gilbert, as yearly tenant, at the annual rent of] - - - - -	- - -	3 15 -
This is arable, and inferior in quality to the preceding parcel.]		
5. [<i>Ditto.</i>].—"Another close, called Preston Close, in the parish of Preston Bagot," containing - - - - -	5 0 34	
[This land, which is now divided into two parcels, is held by William Butwell, as yearly tenant, under the terms of a lease, which has expired about three years, at the yearly rent of] - - - - -	- - -	8 - -
This land is titheable.]		
6. [<i>Ditto.</i>].—"And another close, formerly called Cook's, otherwise Shurlock's, Croft, and a parcel of land, late Thomas Barre's, with the messuage, buildings, garden, yard, and the several parcels of arable, meadow, and pasture-land, situate in the parish of Lapworth, and known by the several names of the Home Close, the Thistley Close, the Little Hill, the Great Hill, the Great Stockings, the Little Stockings, the Meadow, the Bars Lane Close, the Little Close, the Pingle, and the Mill Close," containing in the whole -	31 2 4	
[Held by Joseph Parsons under the terms of a lease for 14 years, which expired at Lady-day 1826, at the annual rent of] - - - - -	- - -	50 - -
There is a barn and stable on this land, and it is said that there was formerly a house, but that it was taken down a great many years since.]		
7. [It is doubtful whether this parcel, or No. 8, or both, were derived from Hill's will, which mentions only one parcel in Shrewley.] "Two parcels of land, and a house and garden, with the appurtenances, lying in Shrewley, in the parish of Hatton, and three other pieces lying at a small distance from the said house, called Colemore Close, Colemore Meadow, and a little close at Sandy Lane," containing - - -	10 0 16	
[The house mentioned in this parcel as one house is now divided into three tenements, which are let together, with all the land, except three perches and a house thereon, to John Roberts, as yearly tenant, at the annual rent of] - -	- - -	21 - -
The remaining three roods, with a small house, are occupied by William Stockley, as yearly tenant, at the rent of] - - -	- - -	1 1 -

Rowington.

Combined
Charities,
continued.

	A.	R.	P.	£.	s.	d.
8. [See Note at the head of No. 7.]—"A house, yard, garden, and six parcels of land, called the Home Close, the Middle Close (then divided into two parts,) Pipers Close, the Further Close, and the Lower Close, situate in Shrewley aforesaid," and containing about - - - - -	13	1	4			
[This house and lands, now called the Home Close, the Rick Yard Close, the Lower Middle Close, the Upper Middle Close, Long Piper, and Cat-Tails Close, are held by Thomas Peters under the terms of a lease for 14 years, which expired at Lady-day 1822, at the yearly rent of - - - - -	-	-	-	26	-	-
9. [Oldnall's Charity.]—"A croft in Beausall, in the parish of Hatton, called Little Birchcroft," containing about - - - - -	3	2	4			
[This land, now called the Rowington Close, is let to Thomas Peters, as yearly tenant, at the rent of - - - - -	-	-	-	7	-	-
10. [Oldnall's Charity.]—"Two crofts or closes, and a meadow called Packwood's, with a barn thereon, in Rowington," containing - - - - -	6	3	27			
[These closes, now called Little Hill, Barn Close, and Meadow, are held by John King, as yearly tenant, at - - - - -	-	-	-	12	-	-
11. [Christian Celey's Charity.]—"The undivided moiety of a parcel of land in Rowington, called Harveys, then in five or more closes, and a barn on one of them, given by one Christian Celey to Rowington and Budbrooke, called the Great Harveys, the Little Harveys, the Square Close, the Long Close, and Turner's Close," containing by estimation - - - - -	25	0	9			
[These lands, now called Home Close, Rick Yard Close, Great Harveys, Middle Close, and Roundabout ditto, are held by Thomas Peters, at the yearly rent of 37 <i>l.</i> 10 <i>s.</i> , half of which belongs to Budbrooke and the other half to Rowington - - - - -	-	-	-	18	15	-
He had previously held at 45 <i>l.</i> , but the agricultural depression rendered the reduction necessary.]						
12. [Milburne's Charity.]—"A close called Priests Land, or Priests Field, divided into two closes, given by John Milburne, lying in Shrewley," containing - - - - -	8	1	17			
[Held by George Pittam, as yearly tenant, at the rent of] - - - - -	-	-	-	14	-	-
13. [Unknown Donor. See Benefaction Table.]—"A parcel of land called More Land, in the parish of Lapworth, divided into two pieces," containing - - - - -	2	1	12			
[Held by William Taylor, as yearly tenant, at the rent of - - - - -	-	-	-	6	-	-
The estimated quantity of this land contained in the trust-deed is four acres. A part of the land was taken for the Stratford Canal, for which, with interest, the trustees received 160 <i>l.</i> , and with this sum, added to 92 <i>l.</i> 17 <i>s.</i> 6 <i>d.</i> from the trust-funds, they purchased the piece of land mentioned below in No. 24.]						
14. [Ditto.]—"A piece of meadow-ground, called an acre, being in a meadow in Rowington, called Tinnings Acre," containing - - - - -	0	2	10			
[Held by Richard Draper, at] - - - - -	-	-	-	2	-	-
15. [Ditto.]—"The lands called St. Mary Leighton's. This is a piece of garden-ground, containing - - - - -	0	0	16			
[Held by Thomas Averte, at] - - - - -	-	-	-	-	10	-
16. [Unknown from what source derived.]—"A parcel of poor houses, and a close called Hogstead, adjoining to Rowington Green, containing" - - - - -	1	3	32			
[These tenements, nine in number, and which occupy 20 perches of these contents, are inhabited by poor people, who are placed there by the trustees and parish-officers. The land, with a dwelling-house built thereon by the trustees, are occupied by Thomas Malim at the yearly rent of] - - - - -	-	-	-	7	7	
17. [Ditto.]—"A cottage, house or tenement, and garden, at Lostonford, in the parish of Rowington."						
[Occupied by James Brown, paying only a small occasional acknowledgment.]						
18. "A cottage, house or tenement, and garden, with the appurtenances, formerly purchased of one Thomas Biddle, near or adjoining to Rowington Green."						
[Occupied by Samuel Cox, rent-free, paying only as above.]						
19. "A cottage, house or tenement, and garden, formerly purchased of Abraham Sly, near Lostonford aforesaid."						
[Occupied by the widow Clark, rent-free, paying as above.]						

	A.	R.	P.	£.	s.	d.	Rowington. Combined Charities, continued.
20. [Hodgkins's Charity].—"A close or parcel of land, called the Overhedge Field, and all such part of another parcel of land called Twitchellbrook, lying in the manor of Essington, both in the parish of Bushbury, in the county of Stafford, and containing"	10	0	0				
[This was the land conveyed by Audrey Atwood, and afterwards leased to Thomas Atwood as above mentioned, for the term of 500 years, at the rent of - - - - -]	-	-	-		1	10	
21. "The tithes of corn, grain, hay, and such other tithes and moduses belonging to the Rectory of Rowington, as should arise out of such part of the before-mentioned premises as are situate in the parish of Rowington."							
22. "Also the tithes and tenths to arise out of any allotment or allotments that might thereafter be awarded as appurtenant to any of the aforesaid promises, lying in the parish of Rowington, upon the inclosure of the wastes or common lands in the parish or precincts of Rowington, or in any other parish or parishes, appurtenant thereto."							
[These tithes were purchased by the trustees in 1805 for the sum of 52 <i>l.</i> , which was paid out of the rents of the trust-estate.							
The value of these tithes is received in the increased rents, which the several premises yield, from the circumstance of their being let tithe free.]							
23. "And all and singular other the charitable messuages, cottages, buildings, lands, tenements, tithes, and hereditaments, of whomsoever purchased, or by whomsoever given, to or for the use of the parish or poor of Rowington aforesaid, for the several and respective uses specified and appointed by the several donors; and whereof the legal estate was vested in the grantors mentioned in the said last-mentioned indenture, as trustees of the premises thereby granted for charitable uses within the parish of Rowington."							
[By virtue of this general clause the trustees receive the several rentcharges above specified, viz.:							
Hunt's - - - - -	-	-	-	-	6	8	
Gardner's - - - - -	-	-	-	-	5	-	
Hancox's - - - - -	-	-	-	-	1	-	
Thorneal's - - - - -	-	-	-	-	5	-	
And also a rentcharge of 20 <i>s.</i> the charity of <i>Humphry Shakespeare</i> , issuing out of land in and belonging to the parish of Lapworth, as was mentioned in our account of the charities of that parish, 15th Rep. p. 602.]	-	-	-	-	1	-	
24. In addition to the premises above mentioned, as comprised in the trust-deed, the trustees are possessed of a piece of land in the parish of Claverdon, called Barnmoor Close, containing - - - - -	3	3	10				
which is held by Thomas Gibbs, as yearly tenant, at the annual rent of - - - - -	-	-	-		9	10	
This land was purchased by the trustees with the money received from the Stratford Canal Company, for the land taken out of the fields called Moreland, as above mentioned, which amounted, with interest thereon, to 160 <i>l.</i> to which was added 92 <i>l.</i> 17 <i>s.</i> 6 <i>d.</i> from the funds of the trust-estate; and the land was conveyed by indenture, dated 10th November 1825, by William Findon, of Henley-in-Arden, and Thomas Guy, of Whitley, in the parish of Wotton Wawen, devisees in trust for sale, named in the will of James Findin, deceased, to William Howard, John Bradbury, John Jackson, Thomas Leigh, Edward More, John Edwards Yerrow, Thomas Wallis, William Bolton, Robert Mander, and Joseph Willington, surviving trustees of the charity-estates of the parish of Rowington, their heirs and assigns, in consideration of the sum of 252 <i>l.</i> 17 <i>s.</i> 6 <i>d.</i> , to hold the same for such charitable and other trusts and purposes as were theretofore expressed concerning the entirety of the said piece of land called Moreland, in the will of Thomas Atwood, or upon such and so many of them as were still subsisting and capable of taking effect.							
[This reference to the will of Thomas Atwood appears to have arisen from an idea that he was the donor of the							

(continued)

Rowington.

Combined
Charities,
continued.

	A.	R.	P.	£.	s.	d.
parcel of land called Moreland, for which there seems to be no foundation.]						
25. There are also several small parcels of land, amounting altogether to - - - - -	3	0	15			
comprising encroachments made upon the commons by the inhabitants of the cottages belonging to the trustees, for gardens, and which were awarded upon the inclosure of Rowington in 1819, in respect of these cottages. All these allotments are enjoyed by the occupiers of the cottages for garden-ground.						
26. The trustees are also possessed of a piece of land, and five tenements and gardens, in Rowington, containing -	1	2	36			
This land is on lease to Joseph Lee, as yearly tenant, at the rent of - - - - -	-	-	-	5	6	-
The tenements are occupied by poor persons, placed in them by the trustees, and parish-officers.						
These premises are not specifically mentioned in the trust-deeds, nor is it known from whence they were derived.						
Total rental - - -	-			£.	230	10 8

The trustees meet twice a year to receive the rents, and once more in the month of February to audit the accounts. When any of the trust-premises are to be let they take the matter into consideration at one of these meetings, generally on one of the rent-days, and settle the terms on which such premises shall be let on their own judgment of the value. All the present rents appear to be at a fair amount.

After defraying the expense of the meetings of the trustees, repairs of the trust-premises, and other charges, this income is applied to the following charitable purposes, viz.

Schooling of poor Children.—All the poor children of the parish, both boys and girls, whose parents are unable to pay for their schooling, are sent to a schoolmaster in the village, by whom they are taught to read, write, and cast accounts; for those who are too young to learn writing, and therefore learn to read only, there is paid 3*d.* a week each, and for those who learn writing and arithmetic 6*d.* a week. The girls who are old enough, are also taught for this to sew and knit. If any of the children do not attend three full days in the week, nothing is paid for them. The average number attending is full 50, and the average charge about 9*l.* a quarter; 2*l.* is also allowed for coals in the school-room.

There is also a Sunday-school, taught by the same master, which is chiefly supported by a charity sermon. The trustees pay towards the master's salary 3*l.* a year, to an assistant, 2*l.*, and 10*s.* for coals.

Gifts of Money, Clothing, Coals, &c.—Money is given to the old, sick, or distressed poor, principally those who do not come upon the parish for relief, or is applied towards payment of their rents, in sums amounting generally to about 1*l.* or 10*s.* each. One poor woman, a parishioner, living in Birmingham, receives 4*l.* a year. Small sums are also occasionally paid for attending them in sickness, and for the funerals of such as die.

Shoes and other articles of clothing, and linen for sheets, are given away as occasion requires, at the discretion of the trustees.

Coals are distributed about Christmas to the resident poor, not receiving weekly-pay, at the rate of about 4 cwt. to a single person, and 10 cwt. to a large family, and so in proportion. To the non-resident poor money is given in lieu.

Occasional gifts of flour are also made to the poor.

Apprenticing.—Apprentices are occasionally put out from this fund with premiums, usually of 10*l.*

Besides these charitable applications the churchwardens account is defrayed by the trustees, and generally amounts to about 20*l.* a year. In the two last years the repairs done to the church raised it to 90*l.* 8*s.* 4*d.*, and more will be necessary to be done in the present year.

Shakespeare's Dole of 20*s.* is given away, with other money collected, among the parishioners, at St. Thomas's-day, generally in meat. About 2*lb.* a-piece is

is given to a man and his wife, and 1lb. a-piece to the children. If the meat does not hold out they receive money.

The following doles are given away as distinct distributions, and are not brought into the general account.

6s. 8d. from Hill's charity, and 6s. 8d. from Sugar's Close, are given away on Good-Friday, at the school, to all the poor who apply ; they generally get about 4d. a piece.

The 5s. paid by Mr. Tibbitts in respect of Thorneall's charity, and the 5s. paid by Mr. Newberry, in respect of Gardner's, are given on the same day, to poor widows ; each generally gets a shilling.

The 20s. received from Mr. Berwick, in respect of Hancox's charity, is paid, with 3s. more, to the parish-clerk, in lieu of a claim to 4d. from each family as an Easter Offering.

The following is the amount of the several items of expenditure for the two last years:

	1824-5.			1825-6.		
	£.	s.	d.	£.	s.	d.
Expenses of three meetings of trustees - - - -	9	19	6	9	11	6
Repairs of houses, and soughing-tiles, &c. for the land -	97	10	7½	50	3	1
Chief-rents, attending audit at Stratford, stamps, and other small charges - - - - -	2	2	6½	1	-	6
Expenses of the day-school and Sunday-school - - -	41	12	6	44	6	3
Money-gifts to the poor, including Shakespeare's dole -	51	4	4	56	4	-
Shoes, clothing, and sheeting - - - - -	21	8	2	15	16	5
Coals, or money in lieu thereof - - - - -	18	11	11	23	7	4
Flour - - - - -	2	8	4	2	5	-
Apprentice fee and indenture - - - - -	-	-	-	11	15	-
Churchwardens accounts - - - - -	{carried on to the next year.}			90	8	4
Treasurer's salary, and expenses of summoning the trustees -	2	12	-	2	17	-
Law-charges - - - - -	12	18	2	-	2	6
£.	260	8	1	307	16	11

The general Statement of the Accounts for these two years is as follows :

	1824-5.			1825-6.		
	£.	s.	d.	£.	s.	d.
Balance in hand - - - - -	44	18	6	113	5	11
Received on account of rents, exclusive of the doles, (except Shakespeare's,) and of the rent of the land at Claverdon, which had not become due, but including some arrears -	256	13	-	238	15	11
Received for timber - - - - -	72	2	6			
	373	14	-			
Expenditure in 1824-5 as above - - - -	260	8	1			
Balance in hand - - - £.	113	5	11			
Received from the Stratford Canal Company - - - -	-	-	-	160	-	-
				512	2	10
Expenditure in 1825-6 as above - - - -	307	16	11			
Paid for purchase of land at Claverdon, and auction-duty -	257	5	10	565	2	9
Due to the treasurer at the audit in February 1826 - -	-	-	£.	52	19	11

KNIGHT'S CHARITY.

An account of this charity is given in our 15th Report, page 589, among the charities in the hamlet of Ullenhall. It will there be seen that John Knight, of Barrells, by his Will, dated 22d August 1681, charged a close in Ullenhall, called Grimshaws Hill, with the annual payment of 50s., of which 10s. was to be

Rowington.
Combined
Charities,
continued.

Knight's Charity.

Rowington.

Knight's Charity,
continued.

be applied in providing a gown annually, against Christmas, for a poor woman inhabiting in Rowington.

The close is now the property of Robert Knight, esquire, of Barrells, who had not been aware of the charge till ascertained by our inquiry in the year 1825, but who engaged to pay the annual amount in future for the purposes directed by the donor.

CATTERN SMITH'S CHARITY.

Cattern Smith's
Charity.

Cattern Smith, spinster, by Will, dated 1st May 1818, gave the yearly sum of 1*l.*, payable to her out of a piece of land situate at or near Liveridge Hill, in the parish of Beaudesert, in the county of Warwick, belonging to Mr. John Tarleton, to the poor widows of Rowington parish for ever, in bread or money, as the churchwardens of Rowington should think fit, to be distributed amongst them on St. Thomas's-day yearly for ever.

The payment of this annuity has been resisted, as being a void devise under the statute of 9 Geo. II. c. 36.

PARISH OF WROXHALL.

POORS ESTATE, AND APPRENTICING CHARITY.

Wroxhall
—
Poors Estate
and Apprenticing
Charity.

The latest trust-deed of these several charities is an Indenture of Release, dated 8th October 1795, between John Reynolds, William Tibbitts, George Rose, and Thomas French, described as the four surviving trustees of the said premises, of the one part, and Samuel Aston, William Ballamy, Joseph Barnett, Thomas Taylor, John Burbury, Thomas Cattell, William Reader, Clement Tibbitts, William Tibbitts the younger, John Jackson, Samuel Jackson, Joseph Jackson, Joseph Taylor, Thomas Wynne, and Edward Burbury, of the other part; whereby the said parties of the first part conveyed the premises therein mentioned to the parties of the second part, their heirs and assigns, upon the trusts and for the several uses and purposes therein mentioned; viz. as to the several messuages and premises situate in the parishes of Hatton and Haseley, and the lordships of Honily and Balsall, on trust, to apply the rents and profits thereof for the several uses and purposes mentioned and directed in the three several "wills, gifts, or charges" of the donors of the same premises, according to the directions thereof, the first of which "wills, gifts, or charges" was made by one John Thurston and Thomas Bennett, and was annexed to a deed of feoffment by them made at Hatton the 20th March, 2d King Henry VIII., the second whereof was made by the said John Thurston and Thomas Bennett, and one John Bennett, and was annexed to another deed of feoffment by them made at Hatton 6th October in the 7th year of the said king, and the third whereof was made by the said Thomas Bennett and one John Coppe, and was annexed to a deed of feoffment by them made 10th August, in 14th year of the said king, the substance of which said three wills, gifts or charges was fully expressed and declared in the schedule or writing to that indenture annexed: and as to the cottage and close situate in Rowington, upon trust, to apply the rents and profits thereof for the placing and setting out apprentice poor children of the parish of Wroxhall, in such manner as should be thought fit by the said trustees, together with the churchwarden and overseer of the parish of Wroxhall, or the major part of them; and for want of such poor children, then for such other charitable uses and purposes as the said trustees, together with the churchwarden and overseer of the poor for the time being, should think proper: provided that so often as the said trustees should be reduced to the number of three or less, the survivors, with the consent of the churchwarden and overseer of the said parish, should convey the premises to 15 more honest and discreet persons (three of them at least to be inhabitants or parishioners of Wroxhall), and their heirs, upon the trusts before declared.

Of the "wills, gifts, or charges" alluded to in this deed, the only one now found among the documents is the one annexed to the deed of feoffment dated 6th October, 7th Henry VIII., whereby John Thurston, Thomas Bennett, and John Bennett, enfeoffed several persons therein named with a pasture or close called Waltam, in the lordship of Honily, in the county of Warwick, between a lane there called Moyes's-lane on the south part, and a wood called Blackwell Wood on the north part, in breadth and in length extending from Honily Heath

Heath and Balsall Heath, which close the feoffors lately had of the gift and feoffment of Richard Edward, of Hatton.

Wroxhall.

Poors Estate,
and Apprenticing
Charity,
continued.

The document annexed to this deed is a declaration from John Thurston, Thomas Bennett, and John Bennett, the feoffors therein named, that they had let make the feoffment of the said lands to the intent following; viz. that forasmuch as a certain person then deceased, whose name was trusted to be registered in the Book of Life, perceiving the great poverty of the inhabitants of the township of Wroxhall, and what charge and pain had been to them in times past when fifteenths or such other like charges had been levied among them, moved of charity to provide for their relief and comfort thereafter, when such charge should fortune to be amongst them, bequeathed to them the said feoffors 28*l.* in ready money, with this charge, that they should therewith let land to be employed to the intent before expressed, according to which charge they with 10*l.*, part of the said money, had purchased certain lands in Hatton-on-the-Hill to the yearly value of 12*s.*, and thereof had made a feoffment to William Palmer, master of the hospital of St. John the Baptist in Coventry, and others; and with the 18*l.* residue of the said money they had let purchase the lands in the deed thereto annexed specified; they willed that, as well of that land as of the other land before purchased, the profits and revenues should be yearly employed in manner and form as was expressed in the former will and intent to them made as aforesaid in all things, and the obit yearly to be kept in the Abbey Church of Wroxhall, with four priests, every priest to have for his labour 4*d.*, and the prioress of the said abbey to have two ob. for herself and for her services yearly, for ever; and that there should be a good and sufficient box, with three keys made, to put in all such profits and receipts as should grow yearly of the said lands, the reasonable costs and charges deducted, viz. for suit of court 4*d.*, for gathering of the rent 8*d.*, which box should remain for ever in the keeping of the abovesaid master, and with his successors there being masters, for ever, and he and his successors always to have the keeping of the first key to the said box, and to have therefore yearly, for ever, 4*d.*; the second key to remain for ever in the keeping of Sir William Bennett, chantry-priest of Gye Cliff, otherwise called Gibbs Cliff, and with his successors there being chantry-priests, and he to have for the custody of the said key yearly, for ever, 4*d.*; and the third key to remain for ever in the keeping of the prioress of Wroxhall, and her successors; and when all such money as was put in the said box amounted to the sum of 100 marks, then such surplus as came over all things discharged, the said prioress was to have, towards the finding of a priest to pray for the souls of the giver thereof, and all christian souls, and this to be had as often as there should be any surplus in the said box over and above 100 marks; and also, that the said prioress, nor any of her successors, nor any of the inhabitants of Wroxhall, at any time thereafter, should meddle with the said lands, nor any parcel thereof, but suffer the said feoffees that then were, and thereafter should be, to meddle therewith according to the intent of that will in manner and form as was plainly expressed in the said former deed and intent, by them made, and in no other wise; and that every other article contained in the said former deed and intent, should be as surely kept and performed from thenceforth for ever, as though they were in that writing contained and specified, without diminution in any wise.

The schedule annexed to the last trust-deed comprises a great part of that above abstracted, but with some variations and additions, and among others it provides, that when the feoffees should be reduced by death to three, the survivors should make a lawful estate by deed to other nine or ten persons of the discreetest of the parish, to hold to them and their heirs upon the same trusts, and that the future trustees should choose one among them, to have the receipts and payments of the premises, and the oversight of the reparations to be made when need should require; and after all charges paid, it was provided that if there should be enough left to bear out the whole inhabitants in subsidies, fifteenths, setting out of soldiers, and such other payments as should be imposed upon them by the Prince, it should be so applied, but if what remained would not bear out the whole inhabitants, it should bear out the poorest; and that when the whole inhabitants were so borne out, if there should be any remaining of the profits, it should by common consent of the trustees be bestowed upon such other charitable and godly uses as they by the advice of the wisest, godliest and

Wroxhall.
 —
 Poors Estate,
 and Apprenticing
 Charity,
continued.

discreetest of the parish joining with them, should in their judgments and discretions think most necessary and convenient; and that he who was appointed to have the receipts and guiding of the said lands and reparations should make his reckoning yearly, before his co-feeoffees, of all such receipts, payments and reparations, which should be entered in a book to be made for that purpose.

The premises conveyed by the last trust-deed upon the trusts of the schedule annexed thereto, were as follow:

1. A messuage, with the appurtenances, in the parish of Hatton-upon-the-Hill, between the highway leading from Knoll towards the borough of Warwick, and the way leading from Shrewley towards Warwick:

2. A croft of land, with the appurtenances, called by the name of Jack Richards, then in two parts divided, lying in Hatton, between a lane called Church Lane, and the land late of Clement Throckmorton, esq.:

3. A croft of land, with the appurtenances, called the New Close, adjoining the highway leading from Hatton towards Nunhold:

4. Two crofts, with the appurtenances, called Hutspits otherwise Hudspitts, in Haseley, adjoining to the highway leading from Knoll towards Warwick:

All the foregoing premises, containing by estimation about 21 acres, are held by Thomas Morris, under a lease for 21 years, determinable at 14 or 7, from Lady-day 1811, at 40*l.* per annum, which having subsequently proved to be too high, has been abated to 32*l.* This reduced rent is considered as the present fair value.

5. A close, or pasture-ground, called Waltam's Close, then in eight parts divided:

6. And two coppices or woodgrounds, called Moses Lane Coppices. These are now cleared, and used as arable-land:

7. A messuage or tenement, lately erected upon the ground called Waltam's:

All these premises last mentioned, containing together about 28*A.* 0*R.* 30*P.* together with an allotment of 2*A.* 1*R.* in lieu of common-rights attached to the foregoing, making in the whole about 30*A.* 1*R.* 38*P.*, are held by Thomas Hayes, under a lease for 21 years, if he shall so long live, at the annual rent of 30*l.*

It is conceived that this rent may be susceptible of a trifling increase.

8. The great coppice, parcel of the land called Waltam's Cross.

This parcel contains about 33*A.* 3*R.* 26*P.* It is kept in hand by the trustees, who cut the underwood, and such timber as is fit to be cut, which they sell to the best advantage, carrying the proceeds to the account of the charity.

The proceeds of these sales of underwood, timber and bark, from the year 1812, inclusive, to the period of our inquiry in September 1826, amounted in the whole to about 915*l.*, being an average of about 61*l.* per annum, thus affording, with the rents above mentioned, an annual income of about 123*l.*

All the foregoing premises are described in the last trust-deed above mentioned as situate in the lordships of Honily and Balsall, in the county of Warwick, or one of them, and between the highway called Moors Lane, on the south part, and the wood called Blackwell Wood on the north part, and extending in length to the waste grounds called Honily Heath and Balsall Heath.

After defraying the expenses of repairs and insurance, and other incidental charges, amounting together upon an average of the last three years to about 17*l.* per annum, the rest of the income is applied to the relief of the poor of the parish, by administering to their necessities in the various articles of clothing, fuel, house-rent, medical attendance in sickness, and others, as they from time to time arise. The following are the sums, which, upon an average of the last three years appear to have been expended upon these several items, viz.

	£.	s.	d.
Clothing, linen, shoes, and sheeting, average per annum	-	-	-
Coals, or money in lieu	-	-	-
Summer firing, viz. fagots	-	-	-
Rents paid for the poor	-	-	-
Medical attendance, medicines, and nursing	-	-	-
	£.	108	13
	-	-	-

making with the 17*l.* for repairs and other incidental charges, an annual expenditure of about 125*l.*

The

The accounts are audited by the trustees every three years. At the audit held on the 10th June 1823 there was found a balance in hand of 3*l.* 12*s.* 10*d.* At the last audit on the 20th June 1826 the balance in hand was 104*l.* 8*s.* 5*d.* including 84*l.* received for timber on the 8th of that month.

The coals are distributed to the resident poor in quantities of a ton, or 25 cwt. to a family; to the non-resident poor money is given to provide the coals for themselves.

The medical attendance, &c. is provided for the non-resident as well as the resident poor.

Apprenticing Charity.—It is not known from what source the apprenticing-charity was derived. The earliest trust-deed that is found relating to it is an Indenture, dated 15th September 1702, between John Eales and Samuel Greswold of the one part, and Thomas Jeacocke and three others, of the other part, whereby the parties for the first part, for the settling, assuring and continuing the premises after mentioned, to be employed to and for the uses after mentioned, and as the same were then and had been theretofore used and disposed of, conveyed the premises, viz. a cottage, and close of land in Rowington, to the parties of the second part, their heirs and assigns, upon the trusts therein mentioned, which trusts are in the same terms as in the last trust-deed above abstracted.

The premises conveyed by these deeds, consisting of a cottage, and close in Rowington as above stated, and containing 2*A.* 1*R.* of land, are held by Ann Nason, as yearly tenant, at the rent of 5*l.* This rent is considered as low, and it is intended to give her notice to quit, or to pay an increased rent, to be settled by valuation. It is thought capable of being raised to 7*l.* or 8*l.*

It appears from the accounts, that some small quantities of timber have been from time to time cut from the close. A parcel cut in 1820 produced the sum of 19*l.* 16*s.*

There is also in addition to these premises, a small parcel of land, containing, 11 perches, situate on Rowington Green, allotted upon the Rowington Inclosure, in respect of the above cottage, and which is held by John Sharpe, as yearly tenant, at the annual rent of 10*s.* He uses it as a garden, and unless it were so cultivated it would not be worth more than 2*s.* or 3*s.* a year.

The income derived from this property is applied to the purpose of apprenticing poor children of the parish. Since the year 1817, when there was a balance in hand of 13*l.* 10*s.*, there have been eight apprentices put out, two with premiums of 15*l.* each, three with 10*l.* each, and three with 8*l.*, 7*l.*, and 5*l.* respectively. Their indentures are paid for, and some articles of clothing occasionally supplied out of the funds of the charity.

At the last audit of the accounts on the 20th June 1826 there was a balance in hand of 17*s.* 5 $\frac{1}{2}$ *d.*

HUNDRED OF KINGTON. PARISH OF BARFORD.

BEALE'S CHARITY.

Upon an old tablet formerly affixed in the church was an inscription, stating that *John Beale*, esq., gave 60*l.* to this town, which money was laid out in land in the parish of Leamington Priors.

This tablet is no longer in the church, a more modern one having been substituted, which, in addition to the above-mentioned inscription, also records the exchange, which we shall presently notice.

In the Returns under Gilbert's Act it is stated that this charity was given by the will of John Beale in 1672.

We have not met with the purchase-deed of the land in Leamington, but an ancient lease was produced, dated 27th January, 24th Charles II, by which Thomas Dugard and several other persons, therein described as being of Barford in the county of Warwick, demised several parcels of land in the common fields of Leamington Priors, and which were set forth in a schedule annexed thereto, and agreed upon to be 10 acres, more or less, to Tarry Willes, for 20 years from Lady-day then next, at the yearly rent of 3*l.*

This deed is indorsed "A lease of the poors land at Leamington from the trustees of the said charity to Tarry Willes."

In a more modern lease, dated 1st October 1790, the Rev. Francis Mills, rector of Barford, John Whitehead, and Charles Handley, described as trustees

Wroxhall.

Poors Estate,
and Apprenticing
Charity,
continued.

Barford.

Beale's Charity,

Barford.

Beale's Charity,
continued.

of the charitable lands belonging to the parish of Barford aforesaid, demised to Matthew Wise, esquire, a parcel of land, containing by statute-measure 8A. 1R. 5P., then divided into two closes, situate in the parish of Leamington Priors, which on the late division and inclosure of the common fields of Leamington Priors, was set out and allotted in lieu of the lands belonging to the trustees of the said charitable land in the said common fields, to hold the same for 21 years from Lady-day then next, at the yearly rent of 12*l*.

On reference to the award under the Leamington Inclosure Act, which is dated 22d December 1768, the parcel of land as described in the above-mentioned lease of 1790 is allotted, as therein mentioned, to the trustee or trustees of charitable lands belonging to the parish of Barford.

By Indenture of Bargain and Sale enrolled, dated 26th August 1807, between Matthew Wise the younger, of the North Gate in the borough of Warwick, and the Rev. John Wise of Leamington, of the first part, James Loveday, of Warwick, of the second part, the Rev. Francis Mills, rector of Barford, John Whitehead, Charles Handley, Charles Mills, esq., John Mills, of Bistern in the county of Hants, esq., Thomas Handley, William Handley, Thomas Hortin the elder, Thomas Hortin the younger, and Richard Hortin, all (except the said John Mills) of Barford, of the third part, and Thomas Heydon, gent. of Warwick, of the fourth part; It is witnessed, that for and in consideration and in lieu of two closes or parcels of inclosed ground, situate in the parish of Leamington Priors, containing by statute-measure 7A. 2R. 14P. of the annual value of 12*l*., then in the occupation of Matthew Wise the elder, or his under-tenant Thomas Worrall, and which two parcels of inclosed ground were by a certain indenture of feoffment, bearing even date with the now-abstracting indenture, and made between the said Francis Mills, John Whitehead, and Charles Handley, of the one part, and the said Matthew Wise the younger, of the other part, conveyed to the use of the said Matthew Wise the younger, his heirs and assigns, for ever; and also in consideration of 10*s*. he the said Matthew Wise the younger, and the said John Wise, by the direction and consent of the said Matthew Wise the younger, granted, bargained and sold to the said Francis Mills and others of the third part, their heirs and assigns, all that close or parcel of inclosed ground, being part of the new-inclosed grounds of Kenilworth, in the county of Warwick, called Crackley Meadow, situate in the parish of Kenilworth aforesaid, containing by statute-measure 8A. 3R. 20P., then in the occupation of Thomas Handley, at the yearly rent of 20*l*., bounded on the east by the turnpike-road from Kenilworth to Coventry; to hold the same, in trust, to apply and dispose of the rents and profits of the said premises to and for the use of the poor of Barford aforesaid, at Christmas, yearly, as the said trustees should think proper; and it was agreed, that upon the decease of any six or more of the said trustees, or sooner, if the major part of them should think fit, the survivors should choose new trustees for the charitable uses aforesaid, and convey the premises to the use of the said survivors, and of so many new trustees, their heirs and assigns accordingly.

The land in Kenilworth is now held by Mr. ——— Boddington, at the yearly rent of 20*l*.

A small part of the land at Leamington was taken, previously to the exchange, for the purposes of the Warwick and Napton Canal, for which the Canal Company pay to the trustees an annual rent of 1*l*. 14*s*. 8*d*.

The above exchange has eventually proved an unfortunate one for the charity, in consequence of the augmented value which land at Leamington has subsequently acquired from the resort of visitors to the medicinal springs there, and the great extension of buildings occasioned thereby; but at the time the balance of advantage appears to have been in favour of the charity, and we do not therefore think that there is any reason for calling in question the propriety of the transaction.

These annual rents of 20*l*. and 1*l*. 14*s*. 8*d*. are applied towards the maintenance of a free-school in Barford, of which an account follows.

FREE SCHOOL.

Free School.

Upon the old Benefaction Table in the church was an inscription, which has been transferred to the new one, stating, that on 30th May 1677, *Thomas Dugard*, M. A. and rector of Barford, by his Will, dated the 30th May 1677, gave to the poor of Barford the yearly sum of 5*l*. for ever, to be paid during the life of his wife, out of the rents of that house and land which he bought of Edward Rogers, of Langley; and after the death of his wife to be paid out of

his

his two yard-lands in the parish of Barford, which he had bought of Richard Davies, of Long Compton, on 25th March, and 25th September, by equal payments, 4*l.* to such person or persons as should teach 14 children of the poor neighbours to read, that were not able to pay, and the other 1*l.* to teach two poor girls to sew.

Barford.
—
Free School,
continued.

The two yard-lands subjected to this charge, or allotments made in respect thereof upon the inclosure of the open lands in Barford, now form part of a farm belonging to Mr. John Whitehead, of Barford, by whom the rentcharge of 5*l.* a year is paid.

To this small endowment have been for many years added the rents of Beale's charity, of which we have just given an account; and since the year 1784 the income has been further augmented by the dividends accruing upon the following funds, viz. :

1784.—£. 100	- -	4 per cents. purchased with the sum of 75 <i>l.</i> the amount of an accumulation of the rentcharge and rents during a short suspension of the regular school establishment.	
„ —£. 100	- -	A gift of the Rev. John Mills, the then rector.	
1787.—£. 50	- -	Purchased with further savings.	
1797.—£. 50	- -	Ditto - - ditto.	
1824.—£. 300	- -	Paid off by Government, and laid out in the purchase of	
			£.293 5 6 3½ per cent consols.
1826.—A legacy of 200 <i>l.</i> left by the late Charles Mills, esquire, (minus the legacy-duty)	- -		211 9 1
Total - -			£.504 14 7

The dividends of which are 17*l.* 13*s.* 2*d.* per annum.

Since the year 1819 a further addition to the income has been derived from the rent of the school-house. This house, of which a lease had been obtained for the use of the school for the term of 42 years from Michaelmas 1787, at the rent of 4*l.* per annum, was purchased in 1810, subject to that lease, by the late William Mills, esquire, for the sum of 102*l.* 3*s.* 4*d.* In the year 1819 the Rev. F. Mills, the present rector, being desirous of devoting the house permanently to the use of the school, contracted with his brother, Mr. William Mills, for the purchase of it from him at the same price that he had given, and paid him 100*l.* on account of the purchase. Since his brother's death he has paid the residue of the purchase-money to the devisees in trust under his will, but no conveyance of the house has yet been executed. When this conveyance is completed, it is the intention of the Rev. Mr. Mills to settle the house to the use of the school. Since the year 1819, when this contract with Mr. William Mills took place, the rent reserved upon the lease has not been paid to him or his representatives; but being still received from the master, (who resides in the house, and upon the increase of his salary in 1812 agreed to pay the rent,) it has remained at the credit of the school-account; thus forming an addition of 4*l.* to the income. This, with the other sums before mentioned, makes a total income of 48*l.* 7*s.* 10*d.*

From this income there is paid to the master a salary of 40*l.*, he allowing thereout 4*l.* for the rent of the school-house, as has been mentioned. He has received this salary since the year 1812; the previous salary having been 27*l.* but without any deduction for rent.

There has also been paid for some few years past from 2*l.* to 3*l.* per annum for coals for the use of the school-rooms.

The repairs of the school-house, which used to form another item of the expenditure, have been defrayed since the year 1820 by a legacy of 50*l.* left by the late William Mills, esq. to the rector of Barford, "to be laid out when and as he might think most conducive to the benefit of the school there;" the whole of which legacy has thus been exhausted.

The disbursements above mentioned, which now leave a surplus income of about 6*l.*, but which until the late additions to the income it was insufficient to meet, have been sustained by the aid of a balance of 30*l.* 4*s.* 3*d.*, which in the year 1812 was paid by the executors of Mr. Charles Handley, late treasurer of the school, to the Rev. Mr. Mills, the rector, his successor in that office, added to a sum of 7*l.*, received from the master for fixtures in the school-house, and sums received at different times to the amount in the whole of 15*l.* 8*s.* for return of property-tax. Of these extra funds there remained

Barford.

Free School,
continued.

unexhausted on the 27th March 1826, the sum of 10*l.* 11*s.* 2*d.*, which by the addition of 6*l.* 6*s.* 10*d.* surplus income of the year made a balance in hand on the 31st December 1826 of 16*l.* 18*s.*

It is proposed to make some addition to the master's salary, or some other disbursement for the benefit of the school, such as the present surplus income may warrant.

The school is kept in the school-house above mentioned, and is open to all the children whose parents, being parishioners, choose to send them. There are now about 30 boys and as many girls. They are instructed in reading, writing and arithmetic, and the girls are also taught to sew by the master's wife.

OVERTON'S CHARITY.

Overton's Charity. Upon the old Benefaction Table it was stated that *John Overton* gave 10*s.* a year to the poor of Barford, and made Rowley Ward, serjeant-at-law, trustee for the same, to be given to the poor at Christmas, yearly. The old benefaction-table was dated in 1757.

Ten shillings a year, which is understood to be on account of this charity, is paid by James Morris, as charged upon some small tenements belonging to him in Barford.

Among his title-deeds is found a Will of one *Charles Cormules*, dated in 1761, in which he bequeaths to his grand-daughter, Mary Ward, his Barford property, commonly known by the name of Overton's House, and states it to be liable to pay 10*s.* a year to the poor widows of Barford.

This annuity is generally received by the rector, at intervals of about four years, and is given away by him to poor widows of the parish, in sums of 10*s.* and under.

CHURCH LAND.

Church Land. Upon the old Benefaction Table was also the following inscription, which has been transferred to the new one:

"*Memorandum.*—There is also 2*l.* 6*s.* 8*d.* for the repairs of this church, which land lieth in this parish of Barford, to be laid out yearly."

It is not known who was the donor of this land, it consists of about 3½ acres, in Barford, let to Francis Clark, maltster, as yearly tenant, at 11*l.* 5*s.* per annum, which appears to be its fair value.

This rent is carried to the churchwardens general account, and applied to the general purposes of a church-levy.

PARISH OF BURMINGTON.

COURT'S CHARITY.

Burmington.
Court's Charity.

Upon a Benefaction Table in the church of Burmington is an inscription, stating, that there was left to the care of the churchwarden and overseer of the poor, by J. Court, esq., 10*l.*, to be set out for the use of the poor of this parish, yearly, at St. Thomas, as it should be agreed upon by the officers and the majority of this town.

This 10*l.* is in the hands of Mr. Thomas Sheldon, miller, of Burmington, who pays 10*s.* a year as the interest.

The interest is added to some contributions by the parishioners, with which a distribution of coals and meal is made to the poor at Christmas. Each poor family, being about 20 in number, receive a cwt. of coals and a portion of meal proportioned to the size of their families.

PARISH OF CHERRINGTON.

HOLTOM'S CHARITY.

Cherrington.
Holtom's Charity.

Thomas Holtom, by Will, dated the 27th October 1789, gave the yearly sum of 12*s.* to the churchwardens of the parish of Cherrington, to be by them distributed in bread on Easter-day, among such of the poor of the same parish as they the said churchwardens should think proper, and to be issuing out of the rents of the cottage or tenement and premises in Cherrington in the occupation of John Nason; and subject to that payment, he gave the said premises to his nephew William Hiron, for his life, he keeping the same in good repair; and at his decease he gave the said premises to Thomas Holtom, son of John Holtom, of Cherrington, farmer, his heirs and assigns, but chargeable as before mentioned.

The payment of this annuity is resisted, under the authority of the statute 9 Geo. II. c. 36.

PARISH OF FENNY COMPTON.

POORS MONEY.

There is a sum of 22*l.* belonging to the poor of this parish, the origin of which is unknown. It appears to have been placed in the hands of Mr. Edward Reading on the 4th of March 1776, who by his promissory note of that date promised to pay it to the churchwardens and overseers of the poor, with interest at the rate of 4*l.* per cent per annum, adding that, the said interest was intended for the relief of such poor widows of the parish of Fenny Compton as had no pay from the poors rates of the said parish.

Mr. Edward Reading died many years ago, having duly paid the interest during his lifetime, and since his death the payment has been regularly continued by his son, Edward Pettifer Reading, at the same rate, making the sum of 17*s.* 6*d.* per annum.

This interest is applied to the use of poor widows of the parish not receiving parochial relief. If there be but one she receives the whole. If there be none answering that description, the money is kept in hand until persons are found properly qualified to receive it.

RICHARD READING'S CHARITY.

Richard Reading, of Fenny Compton, by Will, dated 7th October 1816, gave 100*l.* to the poor of the parish of Fenny Compton, for ever, the money to be disposed of by the trustees, and the income to be given to the poor of the said parish, yearly, on Good-Friday, in what the parish should think best; and he appointed Thomas Reading, the son of his nephew Thomas Blick Reading, his executor, and named Edward Reading, Daniel Knibb, and Joseph Lidbrook, trustees.

The sum of 100*l.* thus bequeathed was deposited, as we are given to understand, three years ago in the Banbury Bank, and out of the interest thereof, being 12*l.* for three years, 10*l.* has been paid for the legacy-duty, leaving a small surplus of 2*l.*, which still remains in the bank in addition to the principal. These sums we are further informed it is the intention of the trustees immediately to invest in one of the public funds.

TUCKEY'S CHARITY.

It is stated upon a Benefaction-table in the church at Fenny Compton that Mr. *Richard Tuckey*, by Will, dated 21st June 1817, gave the interest of 100*l.* stock in the Navy fives, being 5*l.* per annum, to the poor of this parish, for ever. This stock is now reduced to 105*l.* four per cents.

It appears that expenses have been incurred in legal proceedings for obtaining possession of this legacy, and in powers of attorney for receiving the dividends, amounting to 17*l.* 9*s.* 3*d.*

Four years dividends upon the reduced stock have been received by the agents for the parish, amounting to 16*l.* 16*s.* and leaving 13*s.* 3*d.* still due to them, according to the statement furnished.

ARCHER'S CHARITY.

An old paper has been found in the parish-chest, purporting to be signed by a former rector, stating that *James Archer*, by Will, dated 1611, gave to the use and behoof of 20 of the poorest cottagers or householders of the parish of Fenny Compton, the sum of 20*l.*, which 20*l.* he directed to be delivered from six months to six months into the hands of some sufficient man, who should give sufficient security for the payment of the same, with consideration after the rate of 2*s.* the pound, which increase to be distributed at the six months end, at the discretion of the constable and churchwardens, to 20 of the poorest cottagers or householders, as aforesaid, and so to be disposed from six months to six months, for ever.

Nothing is now known of this money in the parish; but it is supposed to have been lost by the insolvency of a person in whose hands it had been placed.

PARISH OF LONG COMPTON.

HUNT'S CHARITY, AND ALLOTMENT FOR FUEL.

Long Compton.

Hunt's Charity, and
Allotment for Fuel.

By Deed, dated 21st October 1632, reciting, that *John Hunt*, late of Long Compton, by his Deed, bearing date 7th May, 33d Henry VIII, had granted to John Harris and Edward Dunford, and divers others, a cottage and one close, and two acres of land, with the appurtenances, situate in Long Compton, upon trust, to be bestowed by the churchwardens of the said parish upon poor people, such as had need, in their discretion; and further reciting, that the said John Harris and Edward Dunford were the surviving feoffees; they the said John Harris and Edward Dunford, for the considerations therein mentioned, granted to William Sheldon, of Weston, in the said parish, esquire, Ralph Sheldon, his son, and 17 others, and to their heirs, the said cottage, close, and two acres of land, to the end that the issues and profits of the premises should be bestowed yearly, according to the true intent and meaning of the first donor.

There is a subsequent trust-deed, dated 17th October 1671, whereby the premises are conveyed by the same description, and to the same uses, to other trustees, but none of a later date is found among the documents.

The property has been long under the management of the minister and the parish-officers.

The cottage is now divided into four tenements, and the close forms a garden about a quarter of an acre in size, annexed to one of the cottages.

These cottages are inhabited by poor persons, placed in them by the parish-officers; one of them, to which the garden is annexed, is occupied by George Grimmett, at the annual rent of 1*l.* 10*s.*; another by Joseph Watts, at 6*d.* a week; a third by Charles Pickering, at 3*d.* a week; and the fourth by Thomas Cooling; no rent has been paid for this cottage for some time past. The value of this as well as of the other cottages is stated to be about 30*s.* a year.

They have generally been let at low rents to poor parishioners, as a mode of applying the charity, and the rents reserved have been of late wholly applied towards keeping them in repair.

The land described as two acres consisted of four tracts called "Lands" in the open fields in Long Compton.

Upon the inclosure of those open fields in the year 1812, four acres were allotted by the Commissioners to the poor, in lieu of a right of cutting furze for fuel, which four acres being contiguous to the four lands above mentioned were inclosed by the parish together with them. The whole forms one field containing somewhat less than six acres. This land is let to John Webb, as tenant from year to year, at the rent of 11*l.*, which, with the produce of the other charitable funds belonging to the parish, is applied by the minister in a distribution of coals.

MILLER'S CHARITY.

Miller's Charity.

Richard Miller, of Woolford Parva, in the county of Warwick, by Will, dated 24th August 1657, gave to the town of Long Compton in the county of Warwick the sum of 6*s.* 8*d.*, to maintain a sermon to be preached in the parish-church of Long Compton, yearly, on All Saints Day. He also gave to the churchwardens and overseers of Long Compton, the sum of 3*s.* for their pains in seeing the same distributed. He also gave to the clerk of Long Compton 6*d.* yearly, for his attendance, and he gave to the poor of Long Compton 1*l.* 10*s.*, to be paid yearly in the church-yard of Long Compton, on All Saints Day; and he gave to Robert Miles, his heirs, executors, or administrators, the house that he the testator lived in, and four acres of ground, to pay 40*s.* yearly to the maintaining of the sermon, and paying the poor, the overseers, and the clerk aforesaid; and if the said Robert Miles, his heirs, &c. should refuse to pay the said 40*s.* yearly, then he desired that the churchwardens and overseers of Long Compton might have the setting and letting, and receiving the rent of the house and four acres of ground, and to see the distributing of it as aforesaid.

The property charged with this annuity consists of about four acres of land in the open fields of Little Woolford, belonging to Lord Redesdale, and of six cottages, supposed to be on the site of the house mentioned in Miller's will,

will, now the property of George Crossley, by whom the rentcharge of 40*s.* is paid. Long Compton.

The whole of this 2*l.* is added to the Coal Fund, the small payments to the minister, &c. not being deducted. Miller's Charity, continued.

FOWLER'S CHARITY.

It is stated on the Benefaction Table in the church that 20*l.* was left by Will to the poor of Long Compton by Mr. *Richard Fowler*, of Shipston-upon-Stour, in the year 1712. Fowler's Charity.

This sum is now placed in the Shipston savings-bank, and the annual interest, being 16*s.*, is added to the Coal Fund.

RAWLINGS'S CHARITY.

An inscription on a monumental tablet in the church of Long Compton states, that *John Rawlings* (who appears to have died on the 28th of October 1778) left to the poor of the parish of Long Compton the sum of 20*l.* the interest to be given to them in bread on 14th April yearly. Rawlings's Charity.

This sum also is in the Shipston savings-bank, and the annual interest of 16*s.* has been for some time added to the Coal Fund, instead of being applied in bread.

The distribution of coals in which these several charitable funds, amounting in the whole to 14*l.* 12*s.*, is applied, is conducted in the following manner. A quantity is purchased by the minister, and brought to Long Compton, three times in the course of the winter, at intervals of about a fortnight. A list of the poor families in the parish is made out, and they are allowed to purchase the coals at half price, each family having a cwt. at each of the three periods of supply.

The purchase-money of the coals beyond the sums so paid by the poor generally amounts to somewhat more than the produce of the charities, and the deficiency has been supplied from the sacrament-money.

DONOR UNKNOWN.

There appears to have been a sum of 13*l.* left to the poor of this parish many years since by some unknown benefactor, which produced an annual payment of 13*s.* This was lost to the parish in 1795, upon the death of one John Walker, in whose hands the principal money had been placed, and who died insolvent. Donor Unknown.

PARISH OF AVON DASSET.

FRECKLETON'S CHARITY.

John Freckleton, by Will, dated 20th March 1754, and proved in the court of the Bishop of Lichfield and Coventry, gave to William Holbech, esq. Philip Perkins, and Robert Green, and their heirs, and to the churchwardens and overseers of the poor of the parish of Avon Dasset, his several messuages, cottages or tenements in Avon Dasset, then in the tenures of Daniel Moss and John Lord, and his half yard-land of arable, meadow and pasture-ground, situate in the liberties of Avon Dasset, and a piece of meadow-ground taken out of four yard-lands therein mentioned; and all other his messuages, lands and estates in Avon Dasset, in trust, as soon after the decease of his wife as conveniently could be, to convert some part of the said houses or premises into a school or school-house, and yearly, out of the rents and profits of the said premises, to allow and pay to such schoolmaster as his trustees should from time to time nominate and appoint, for the education of such poor children of the parish of Avon Dasset as his said trustees should think proper, such stipend, salary, or sum of money, as they should think meet, and to apply the residue of the rents and profits in providing books, clothes, or other necessities, for such poor children as his said trustees should think proper, such children to be instructed by the master of the said school in reading, writing and accounts; and upon every Sunday before evening service to be well instructed by such master in the Catechism, as set forth in the Book of Common Prayer in the Church of England; and he gave directions for the appointment of new trustees from time to time, so as to make up the number six at least.

Avon Dasset.

—
Freckleton's
Charity.

Avon Dasset.

Freckleton's
Charity,
continued.

By a codicil to his will, dated 17th March 1764, the testator gave all the rest and residue of his real and personal estates to William Holbech, esq. and Alban Bull, of Chalcombe, in the county of Northampton, their heirs, executors, administrators and assigns, and the vicar of Farnborough for the time being, in trust, to pay the interest thereof unto his wife Elizabeth, during her life, and after her decease, the said residue of his estate to be distributed, settled and applied to or in such charities, uses and purposes for the benefit of the parishes of Avon Dasset, Farnborough, and Cleydon, as they the said trustees, their heirs, executors, administrators and assigns, together with the said vicar of Farnborough for the time being, should by deed or writing duly executed and attested, or otherwise, direct or appoint.

There is no school-house in Avon Dasset, nor any lands appropriated to the support of a school, nor is any thing now known of the premises devised by the will of John Freckleton for that purpose in Avon Dasset. It must indeed be observed, that that devise was void under the stat. 9 G. II. c. 36.

This parish however enjoys the privilege of sending 15 children, viz. 10 boys and five girls, to the free-school of Farnborough, as will be seen in our report of that school.

JAMES'S CHARITY.

James's Charity.

In the register at Avon Dasset is an entry, stating that *John James*, parson of the rectory of Avon Dasset, who was buried 10th December 1617, gave by his Will to the poor of Avon Dasset 20s. yearly, for ever, to be paid out of a messuage or tenement, and one yard-land, which he purchased of Sir Edward Rawley, knight, on Good-Friday and St. Thomas's-day, by equal portions, to the parson and churchwardens for the time being, and by them to be distributed where most need should be.

This is now paid to the churchwardens by four farmers in the parish, viz. 10s. out of land in the parish belonging to John Spencer, 5s. out of land belonging to John Haines, 2s. 6d. out of land belonging to Margaret Barnes, and 2s. 6d. out of land belonging to John Cooper.

It is distributed by the minister and churchwardens, together with the other charities after mentioned, and some private contributions, about Christmas, among the most needy poor of the parish.

This distribution has usually been made in money.

HINDES'S CHARITY.

Hindes's Charity.

The Rev. *Thomas Hindes*, by Will, dated 21st December 1768, gave to the rector and churchwardens of Avon Dasset, and their successors, the sum of 50*l.*, upon trust, to place out the same at interest in government or other good security, or in the purchase of lands, and to distribute the interest thereof twice a year on Midsummer-day and Christmas-day, by equal distributions, to such industrious poor persons who should then be inhabitants and parishioners of Avon Dasset, and not receive relief from the said parish, as the said rector and churchwardens should think most deserving encouragement, or real objects of charity.

In respect of this legacy there is now 100*l.* three per cent consols standing in the names of the Rev. Humphry Jeston, William Haines, and Thomas Ellkinton, the two latter being substantial landholders in the parish.

The interest of this stock, amounting to 3*l.* per annum, is distributed with the other charities as above mentioned. No distinction is found practicable between those who do or do not receive parish-relief.

POOR ALLOTMENT.

Poor Allotment.

Upon the inclosure of the open and common-lands in the parish of Avon Dasset in the year 1780, two allotments were awarded, in trust, for the poor persons living in or belonging to the said parish, and who did not at the time of passing the said act own or occupy any part of the lands thereby intended to be inclosed, in lieu of all right that such poor persons had enjoyed in cutting furze, goss, or bushes on any part of the lands thereby intended to be inclosed, viz. one allotment in Church Hill quarter, containing 3*A.* 1*R.* 16*P.*, and the other allotment also in Church Hill quarter, containing 3*A.* 1*R.* 25*P.*

These allotments are now on lease to William Haines, for seven years from Lady-day 1823, at the yearly rent of 21*l.* 5*s.* The letting was by auction, and the rent is the full value.

This

This rent is distributed, as before mentioned, at the same time with the other gifts; but in respect of this part of the distribution, it is made to all the poor at so much a head, with the exception of those who occupy land in the parish.

Avon Dasset.
 —
 Poor Allotment;
continued.

At the last distribution the poor received from this portion of the fund about 2s. or 3s. a head.

Poor widows have generally received an additional shilling.

PARISH OF BURTON DASSET.

HAMLETS OF KNIGHTCOTE AND NORTH END.

KIMBELL'S CHARITY.

The earliest document we have found relating to this charity is an Indenture, dated 21st December 1731, between William Baylis, of North End, in the parish of Burton Dasset, in the county of Warwick; William Yardley, John Ellward, John Robinson, Robert Ladbroke, all of Knightcote in the said parish, and John Ladbroke, of Bishops Itchington, surviving feoffees and trustees of the premises thereafter mentioned, of the one part, and John Astley the younger, of North End, and 11 others, of the other part, whereby, reciting that one John Kimbell, theretofore of Mollington in the counties of Oxford and Warwick, for many good causes him thereunto moving, by Deed, dated 20th October, 14th Edward IV., settled and conveyed the messuage and two yard-lands after mentioned, to one Ralph Wallis and his heirs, in trust, that the rents and profits thereof should be employed in manner following, that is to say, 7s. to the use and towards the repair of the parish-church of Burton Dasset, and 2d. a house yearly, to be given in bread to every householder in Knightcote, or North End, in the name of Dole; and all the rest and residue of the said rents and profits to be employed and laid out to such uses, intents, and purposes, and in such manner and form, as the feoffees, inhabitants and freeholders of Knightcote and North End aforesaid for the time being, should direct and appoint; and further reciting, that the said profits had time out of mind been employed and disposed of accordingly, and that the said messuage and premises had also from time to time been conveyed to the inhabitants of Knightcote and North End, in pursuance of a decree of the Court of Chancery, there had and made the 16th November, 21st Charles II.; It was witnessed, that the said parties of the 1st part, according to the trust in them reposed, thereby granted and confirmed unto the said parties of the 2nd part the said recited messuage or tenement, and two yard-lands of arable, meadow, and pasture-ground, situate in the town-fields, bounds, precincts, and territories of Mollington aforesaid, to hold to them, their heirs and assigns, for ever, in trust, that the grantors and grantees should apply the rents as follows, that is to say, 7s. per annum towards the repair of the parish-church of Burton Dasset, and 2d. per annum to every householder of Knightcote and North End aforesaid, in the name of Dole, and all the residue thereof to such uses and purposes, and in such manner and form, as they the said trustees, or the major part of them, should direct and appoint; and that they the said trustees, or the major part of them; or of the survivors of them, as should meet on notice of the place of meeting, yearly, on St. Thomas's-day, during their lives, should yearly then appoint and nominate one or more of them the said trustees for the time being to receive and lay out the rents and profits of the premises for the year ensuing, and to render unto them an account thereof at their next meeting, the same day twelvemonth, in writing fairly entered in a book for that purpose to be provided, and delivered over to such receiver and receivers successively from time to time; and further, that when the said trustees should by death, alienation, or otherwise, be reduced to the number of only five, inhabiting in Knightcote and North End, then such of the said trustees reduced to the said number of five only, so inhabiting, should convey and assure the said premises, and every part thereof, with their appurtenances, to other inhabitants and freeholders of Knightcote and North End for the time being, and their heirs, to the intent, that such other persons, and the said trustees, so making such conveyance and assurance, should for ever receive and employ the rents and profits of the premises to the uses before declared; and that it should be lawful for the said trustees, or the major part of them, at any time thereafter, to let the premises

Burton Dasset.
 —
 Kimbell's Charity.

Burton Dasset.
 Kimbell's Charity,
continued.

as they should think fit, provided it should not be for a longer time than 21 years, or whereupon the full rent of 8*l.* per annum at least should not be reserved. These trusts have been continued by subsequent Deeds, by the latest of which, dated 7th March 1815, between William Yardley, then sole surviving trustee, of the one part; and Thomas Ledbrooke, of North End, William Ledbrooke, of the same place, son of the said Thomas, William Ledbrooke, of the same place, farmer, William Ledbrooke the elder, of Knightcote, farmer, and William Ledbrooke the younger, son of the last-named William, and William Knibb the elder, of Knightcote, farmer, and his son William Knibb the younger, John Tims, of Knightcote, yeoman, James Yardley, of Knightcote, farmer, and Henry Whateley, of North End, yeoman; after reciting former conveyances, and further, that the open and common fields of Mollington had since the execution of the last recited deed been inclosed, and certain plots or parcels of land upon such inclosure were allotted to the trustees in lieu of the before-mentioned two yard-lands and appurtenances; It was witnessed, that the said William Yardley thereby conveyed the said messuage or tenement, and plots, pieces, or parcels of land so allotted upon the said inclosure, to the said parties of the second part, to the use of the grantor and grantees, their heirs and assigns, in trust, to apply the rents and profits according to the trusts specified in the deed last above abstracted, except that instead of directing that there should be reserved on the leases not less than 8*l.*, the provision is, that there should be reserved yearly upon such leases the best and most improved yearly rent which at the time of making thereof could or might be had for the same, without taking any sum or sums of money, or any other thing, by way of fine, and so as in every such lease there should be contained a condition or clause of re-entry for non-payment of the rent or rents thereby to be reserved, and so as the lessee or lessees should seal and deliver counterparts of the leases.

The premises at present consist of the old house, with a barn and other out-buildings, yard, and orchard, and four parcels of arable-land, containing 47*A.* 2*R.* 37*P.* These premises are in the occupation of John Baylis, as yearly tenant, at the rent of 70*l.*, an abatement having been allowed him out of the rent of 85*l.*, at which he had taken the farm, in consequence of the depression in the value of agricultural produce.

The present estimated value of the farm is about 83*l.*

In addition to these premises the trustees are also possessed of a house in Knightcote, and a small piece of garden-ground, and a close of about a quarter of an acre adjoining, which they purchased in the year 1815 for the use of a schoolmaster. It is accordingly occupied by a schoolmaster, at the small rent of 1*s.* per week, making 2*l.* 12*s.* per annum. This purchase cost 130*l.*, but there were expenses of repairs to the house, and an attorney's bill, which amounted in the whole to 79*l.* more. The full value of the house is estimated at 4*l.* per annum.

Out of these rents there is paid to the churchwardens annually 7*s.*, and a dole of bread is distributed on St. Thomas's-day, consisting now of a fourpenny loaf to every house in the two hamlets of North End and Knightcote, the cost of which in 1825 was 3*l.* 2*s.*

The rest is applied partly in the schooling of poor children of those hamlets. As many as apply to the trustees are sent to a schoolmaster in Knightcote, residing in the house before mentioned. For those who are taught reading, writing, and arithmetic, there is paid 7*d.* a week; for those who learn reading and writing only, 6*d.*; and for some few who are too young to learn, and are only there to be taken care of, 4*d.*

These payments were fixed upon the appointment of the present master in the summer of 1825; previously to which the school appears to have been vacant for a time, the former master having resigned at Christmas 1824. Prior to that time the weekly payments were 6*d.* a week for reading, writing, and arithmetic; 5*d.* for reading; and 3*d.* for the young children. The sum paid for schooling in the year 1824 amounted to 28*l.*

The rest of the rents is applied to the charge of procuring stone for mending the highways in the two hamlets, and for labourers work upon the highways, and in the expenses of a dinner for the trustees at the annual meeting on St. Thomas's-day, when the accounts are audited, and which amounts yearly to between 3*l.* and 4*l.*

By

By the purchase of the school-house in 1815 a debt was created to one of the trustees of about 68*l.*, which, including the interest upon it, has been gradually diminished from the surpluses in hand, and amounted at the time of our inquiry to 14*l.* 2*s.* 7*d.* The purchase does not seem to have been a very advantageous one.

Burton Dasset.

Kimbell's Charity,
continued.

PARISH OF FARNBOROUGH.

FRECKLETON'S CHARITY.

It will be seen on reference to our Report of the charities of Aven Dasset, that *John Freckleton*, by a codicil to his Will, dated 17th March 1764, bequeathed the residue of his estate to trustees, viz., William Holbech, esq., Alban Bull, and the vicar of Farnborough for the time being, to be applied after the death of his wife to or in such charities, uses and purposes, for the benefit of the three parishes of Aven Dasset, Farnborough and Cleydon, as his said trustees, their heirs, executors, administrators and assigns, with the said vicar of Farnborough for the time being, should by deed or writing duly executed and attested, or otherwise, direct or appoint.

Farnborough.

Freckleton's
Charity.

In respect of this bequest there was realized the sum of 1,057*l.* 7*s.* 1*d.* Old South Sea annuities, now forming part of a fund of 1,398*l.* 2*s.* 6*d.* Old South Sea annuities, standing in the names of William Holbech, esq., the Rev. Charles Holbech, and Mr. Alban Bull. A further part of this fund, amounting to 169*l.* 9*s.* 4*d.* arose from accumulations of interest after the death of Mrs. Freckleton, the testator's widow, who died in 1783, and was added to the former sum in 1788. The residue of the stock, being 171*l.* 6*s.* 1*d.*, was purchased with a gift of Viscount Andover, hereafter mentioned.

The original trustees, who were the late William Holbech, esq., the late Rev. John Gaskarth, as vicar of Farnborough, and the late Mr. Alban Bull, in the exercise of the discretion vested in them by the will, applied the funds derived therefrom in the establishment of a school at Farnborough, for the benefit of the three parishes of Aven Dasset, Farnborough and Cleydon, to which 15 children from each parish were admitted, till the increase in the number of those from Farnborough hereafter mentioned. The interest of the first sum of 1,057*l.* 7*s.* 1*d.* has been applied from the first establishment of the school to the salary of the schoolmaster. The accumulation of interest above mentioned amounted to 142*l.* 5*s.* 6*d.*, as to which, the trustees came to an agreement in writing, that as the late Mr. Holbech consented to have the school-house at Farnborough, (which was his property) used for the benefit of Mr. Freckleton's school, without any other consideration than the liberty of naming five children of Farnborough in addition to Mr. Freckleton's scholars, they the trustees would put the said house in proper repair, as far as it appeared to them to want it, Mr. Holbech agreeing to keep it in repair afterwards; and that they would provide it with necessaries proper for a school out of the accumulated interest; and that they would lay out the surplus of the said money, in addition to the original principal money, in the Old South Sea annuities, the interest thereof to be appropriated to keeping the house supplied with school-necessaries, buying proper books to be distributed to the children leaving school, or to any other purpose that the trustees might think proper.

Of this accumulation 16*l.* 19*s.* 4*d.* was accordingly laid out in the repairs of the school-house, and the residue was applied as above stated in the addition of 169*l.* 9*s.* 4*d.* to the South Sea annuities. The interest of this latter sum, amounting annually to 5*l.* 1*s.* 8*d.*, was applied in the manner stated in this agreement till the year 1810, from which time it has been added to the fund for the payment of the master's salary, and the books and other necessaries, including rewards to the scholars, are now supplied by the voluntry contributions of Mr. Holbech, and his brother the present vicar.

Viscount Andover's Gift.—In the year 1812 the sum of 100*l.* was given by Viscount *Andover*, to be laid out for the advantage of the poor of Farnborough, at the discretion of Mrs. Holbech and the then vicar, and it was by them determined to place the principal in the funds, in addition to the original sum derived under Mr. Freckleton's will, thus securing an increase of the salary to the master, which was much wanted. This was accordingly done,

Farnborough.

Freckleton's
Charity,
continued.

and the sum of 171*l.* 6*s.* 1*d.* added to the Old South Sea annuities as above stated, making the whole sum of stock 1,398*l.* 2*s.* 6*d.*, and the whole amount of annual dividend 41*l.* 18*s.* 10*d.* In 1813 it was settled with the school-master, by articles of agreement, that his salary should be fixed at 40*l.* a year; and that in consideration of the addition thus made to it he should teach as many poor children of the parish of Farnborough as the trustees should think fit. He has accordingly received this salary from that time, and the balance of 1*l.* 18*s.* 10*d.* out of the dividends has been reserved by Mr. Holbech as a fund for fitting up the school-room, and other occasional disbursements. In August 1826 there was a balance in his hands of 7*l.* 17*s.* 7*d.*

There are now attending the school from 65 to 70 children, both boys and girls, but without any fixed proportion of either; 30 of these are from the parishes of Aven Dasset and Cleydon, 15 from each, who are appointed by the vicar of Farnborough, as the acting trustee, on the recommendation of the respective ministers of those parishes. The remainder of the children are all from the parish of Farnborough. Previously to the agreement with the master in 1813 the number sent from Farnborough was 20, five of these being appointed by Mr. Holbech, in consideration of his supplying the school-house as above mentioned. The school is now conducted upon the plan of the national schools.

HOLBECH AND GIBBS'S CHARITIES.

Holbech and
Gibbs's Charities.

William Holbech, by Will, dated the 2d November 1716, gave 30*l.* as a stock for the poor in Farnborough, and directed that the interest arising therefrom should be disposed to or for some and such poor there, in such manner as the owner of his manor-house there for the time being, and the vicar there for the time being, should from time to time think fit.

In an account-book kept by successive vicars of Farnborough credit is given for this legacy, and for a further sum of 35*l.* 14*s.* 6*d.* received on the 10th March 1723 from Mr. *Gibbs's* executors, in satisfaction, as it is understood, of a legacy bequeathed by their testator for the use of the poor of this parish.

These two sums being blended in one account, amounted, with savings, in the year 1771, to the sum of 105*l.* 6*s.* 6*d.* which was placed in the hands of William Holbech, esquire, at five per cent interest, who, on the 12th March 1779 gave his promissory note for the amount payable to the vicar for the use of the poor.

The interest is annually received by the vicar from William Holbech, esq., the personal representative of the late William Holbech, who gave the note, and it is applied in conjunction with that of Alcock's charity next mentioned.

ALCOCK'S CHARITY.

Alcock's Charity.

William Alcock left by Will 100*l.* for the poor of Farnborough, but his estate proved insufficient to pay more than 10*s.* 2½*d.* in the pound, making in respect of this legacy the sum of 50*l.* 18*s.* 9*d.*

This sum also was placed in the hands of the late William Holbech, esq., on the security of his promissory note, dated the 12th March 1779, at five per cent interest, payable to the vicar, churchwardens, and overseers.

The interest of this money, which is also received by the vicar from William Holbech, esquire, is added to that of Holbech's and Gibbs's gifts, and the whole, amounting to 7*l.* 16*s.* 2*d.* per annum, is distributed among the most needy poor of the parish, in small sums of money, proportioned to their respective necessities. This distribution is made by the churchwardens under the direction and superintendence of the vicar.

PARISH OF HALFORD.

CHARITIES OF ELIZABETH MASON, ELIZABETH HALFORD, AND WILLIAM HALFORD.

Halford.

Charities of
Elizabeth Mason,
&c.

These charities are recorded on a Benefaction-table in Halford church, as follows:

" *Mrs. Elizabeth Mason*, spinster, daughter of Mr. Edmond and Mrs. E. Mason, of this parish, who departed this life at Honnington on the 10th of January, A. D. 1704, did give to the poor of Halford, 5*l.* for ever, to be laid out in the purchase of land, or otherwise, upon good security, the interest or rent

rent whereof is to be given yearly by the minister and churchwardens, on the 12th of January, being the day of her interment, to five of the poor people who frequent the church, and come to the sacrament."

"Mrs. E. Halford, widow, wife of the late Mr. William Halford, of this parish, left at her decease 10*l.* to the use of the poor of Halford, for ever; the interest of which is to be given yearly, at Christmas, by the minister and churchwardens, to such of the poor as attend the services of the church, and come to the sacrament. She died Dec. 17th 1710."

William Halford, gentleman, son of William Halford and Elizabeth his wife, gave 20*l.* to be set out by the minister for the time being, and the churchwardens; the interest whereof to be paid to such poor persons of the parish of Halford as shall receive the sacrament at Easter. Buried October 24th, 1718."

It appears that these sums, amounting together to 35*l.* had been lent out from time to time upon private security, having been last in the hands of the Rev. Mr. Baines, late rector of Halford, deceased. The parish-officers being authorized by the parishioners to build cottages, as habitations for the poor, and having occasion to borrow some money for the purpose this sum of 35*l.* was paid in by Mr. Baines, and applied to that purpose, about the year 1821, since which time the annual sum of 1*l.* 15*s.* has been paid out of the poors rates, as the interest thereof. This interest is paid by the overseers into the hands of the churchwarden, by whom it is distributed, under the superintendence of the minister, with the sacrament-money, among the most needy and deserving poor of the parish.

Halford.
—
Charities of
Elizabeth Mason,
&c.
continued.

PARISH OF PRIORS HARDWICK.

DONOR UNKNOWN.

The only charity in this parish is a sum of 30*l.*, which by the Returns to Parliament in 1786 is stated to have been money given to the poor, and then vested in Thomas Heyrick; but by whom given, or at what time, or by what instrument, was unknown.

Priors Hardwick.
—
Donor Unknown.

The tradition of the parish is, that this sum of 30*l.* is what remained of a larger sum of 60*l.*, which had been bequeathed to the poor of the parish by a labouring man, and of which the rest was lost by the insolvency of a person to whom it had been lent.

The 30*l.* mentioned in the Returns to Parliament has been for some time in the hands of the overseers of the parish, who annually pay interest for the same, at the rate of five per cent, as is attested by entries in their accounts.

This annual sum is distributed at Lady-day among the poor labourers of the parish, in small sums of 1*s.* or 1*s.* 6*d.*

This distribution has been hitherto made by the overseers themselves. We have suggested the propriety of paying over the money in future to the churchwardens, to be by them distributed among the needy poor, under the superintendence of the minister.

PARISH OF IDLICOTT.

MARGARET UNDERHILL'S CHARITY.

Mrs. Margaret Underhill, by Will, dated the 22d of December 1780, bequeathed to the minister, churchwardens and overseers of the poor of the parish of Idlicott, 100*l.* upon trust, to put the same out at interest on real or government securities, and to pay and distribute the interest thereof yearly among such of the poor inhabitants of Idlicott aforesaid, as they or the major part of them should think proper.

Idlicott.
—
M. Underhill's
Charity.

This money was invested in the purchase of 175*l.* 1*s.* 6*d.* consolidated three per cent annuities, which now stand in the name of Samuel Peach, esq., the proprietor of an estate, comprising, as we are told, the whole parish of Idlicott, having been transferred to him in January 1815 by the Rev. Thomas Fisher, rector of the parish, of whom he had previously purchased the estate. The annual dividend, amounting to 5*l.* 5*s.*, is distributed by Mr. Peach, about Christmas, in articles of clothing among the industrious poor of the parish.

Idlicott.
 M. Underhill's
 Charity,
continued.

We are given to understand that Mr. Peach's private charities to the poor of Idlicott are extensive; and it does not appear that this clothing is given away specifically as the charity of Mrs. Underhill, in distinction from the rest, or that the minister and parish-officers are consulted in the distribution. We have thought it right to suggest to Mr. Peach the expediency of this being done in accordance with the intentions of Mrs. Underhill, and also of his placing among the parish-documents a declaration that the stock so standing in his name is the investment of Mrs. Underhill's legacy, lest in future time it should cease to be known that the stock was not his private property, or that the distribution of clothing was any other than a part of his own voluntary charities.

PARISH OF ILMINGTON.

HARBIDGE'S CHARITY.

Ilmington.
 Harbidge's Charity.

Upon a Benefaction-table in the church it is stated that *William Harbidge*, gentleman, in the year 1728 gave 5*l.* to the churchwardens of this parish, to be put out by them to interest, and the said interest to be distributed to such widowers or widows as do not receive any collection, to be distributed as the minister and churchwardens should think fit.

This sum, after being for many years in the hands of the churchwardens, was placed by them in the year 1821 in the hands of the rector, the Rev. Henry Townsend, who has given a written acknowledgment, importing that he had received the money in trust for the poor of Ilmington. Mr. Townsend pays 5*s.* a year as the interest, which is given away by the churchwardens to poor widowers or widows, such as they think are most in need. It does not afford more than 6*d.* a-piece. They find it impracticable now to limit this gift to such as do not receive parochial relief.

BARTLETT'S CHARITY.

Bartlett's Charity.

It is also stated upon the Benefaction-table, that *John Bartlett*, gentleman, gave 5*s.* a year to the churchwardens of this parish, to be by them distributed to such widowers or widows as should not receive any collection and frequent the church. It appears from an inscription on his tombstone that John Bartlett died in 1762.

This annual sum of 5*s.* is regularly paid by Mr. John Bartlett, of Witney, great nephew of the donor, as a charge upon certain lands in Ilmington, which he derived from his ancestor.

This sum is given away at the same time with Harbidge's, and in the same manner.

FRANCES ROSE'S CHARITY.

Frances Rose's
 Charity.

By Indenture, made the 14th August 1751, between John Green and Sarah his wife, which said Sarah was the daughter, sole executrix, and devisee of the last will of Frances Rose, deceased, of the one part, and Richard Swan, clerk, then rector of the parish-church of Ilmington, and John Bartlett and Anthony Newman, then churchwardens of the said parish, of the other part; reciting, that the said *Frances Rose*, by her said Will, dated the 25th December 1741, gave to the poor of the parish of Ilmington 40*s.* a year, to be laid out in bread, and distributed yearly, at four times in the year, (that is to say) 10*s.*, part thereof, on the 25th of March, 10*s.* more on the 24th of June, 10*s.* more on the 29th September, and the remaining 10*s.* on the 25th December yearly; and directed that her executrix, during her life, and after her death the minister and churchwardens of Ilmington, should distribute the same; and further, that her said executrix should, as soon after her decease as might be, lay out so much money as would purchase lands, tenements or hereditaments in or near Ilmington aforesaid, sufficient to pay the said sum of 40*s.* annually, for ever, clear of all other charges and expenses, and convey, settle and assure the same when purchased in such manner as her said executors should be advised, to answer the end and design of her said will concerning the just payment of the said sum of 40*s.* for the purposes aforesaid; and further reciting, that the said John Green and Sarah his wife were desirous that the intention of the testatrix might be fully answered, and that the ground and premises after mentioned, being of the yearly value of 5*l.*, clear of all reprises, should for ever thereafter stand charged with the payment thereof, which

which would, as was thought, as effectually and fully answer the intention of the testatrix as if a purchase of lands of inheritance had been made as by the said will was directed; It was witnessed, that the said John and Sarah, for the considerations aforesaid, and in further consideration of 5*s.*, did thereby bargain, sell and confirm, unto the said parties of the second part, and their respective successors, for ever, an annuity or yearly rentcharge of 40*s.*, in lieu and in full satisfaction of the said annuity of 40*s.*, given by the said will, free and clear of all charges whatsoever, to be issuing out of that close of arable, meadow and pasture-ground, situate in Ilmington, adjoining or lying near and belonging to the dwelling-house of the said John Green in Ilmington, wherein he then dwelt, called by the name of the House Close, to have, hold, receive and take the said annual rentcharge of 40*s.* to the said grantees and their respective successors, by four quarterly days of payment, that is to say, on the 29th day of September, &c. by even and equal portions, to the intent that the said Sarah during her life, and after her decease the said parties of the second part, and their successors, should lay out and expend the same quarterly, by equal portions, as directed by the will, and distribute the same to and amongst the poor of the parish of Ilmington, according to the express directions of the said testatrix.

The close charged with this annuity is at present the property of ——— Green, esq. of Hornton in Oxfordshire, a descendant of the grantor named in the above-abstracted deed.

The annuity is generally received once a year, about Lady-day. It is distributed among the poor in bread, at or about the four several days specified in the will. Twenty sixpenny loaves are given to as many poor persons of the parish, appointed by the churchwardens from among the most needy and deserving.

CHURCH LAND.

Upon the inclosure of the common-fields of Ilmington in the year 1781, an allotment of 32*A.* 1*R.* 30*P.* was awarded to the rector and churchwardens of this parish, in lieu of three-quarters of a yard-land, and the right of common to the same belonging, held by them as trustees for the repair of the church of Ilmington; and a further allotment of 4*A.* 0*R.* 10*P.* was also awarded to the rector and churchwardens, in exchange for a close belonging to them called Church Close, or Crow Yard, containing 1*A.* 0*R.* 7*P.* There are also five cottages with small gardens, and an orchard and small close; which, together with the land for which the allotments were awarded, were always denominated "Church Property," and the rents applied to the repair of the church, but the source from which this property was derived is unknown.

The above-mentioned allotments, containing together 36 acres and a half, with a barn, stable and sheds, which have been erected since the inclosure, are held by Mr. Daniel Lindon, as yearly tenant, at the annual rent of 50*l.* This tenancy was to expire at old Michaelmas 1826; and the rent having been thought too high, the land has been lately valued, and the annual value fixed at 43*l.* 1*s.* 9*d.*; and the tenant engaged to take it at 43*l.* from that time. Mr. Lindon also holds the orchard and little close, which is generally called the Workhouse Close, and which together do not contain more than half an acre, at the annual rent of 1*l.* 10*s.* The cottages are held by the parish at the annual rent of 8*l.*, which is paid by the overseers, and are occupied by poor persons placed there by them. They were valued at that rent a few years ago by a surveyor. They are kept in repair by the churchwardens.

After deducting 1*l.* 15*s.* for land-tax, and 3*s.* a year chief-rent. the residue of these rents is applied to the repair of the church, and other purposes of the churchwardens account, which purposes are thereby so fully answered as to supersede the necessity of a church-rate.

FURZE LAND.

A further allotment of five acres was awarded at the time of the inclosure, to the rector and churchwardens, for the use of the poor of Ilmington, in lieu of a right of cutting furze.

This land is still nearly covered with furze, which is cut by the churchwardens, and distributed among the poor in bundles, called kids, proportioning the number of bundles to the number of persons in each family, at the rate of two kids a head. The herbage is let to some farmers in the parish, of the name

Ilmington.

Frances Rose's
Charity,
continued.

Church Land.

Furze Land.

Ilmington.

of Plumb, joint occupiers of a farm there, for 3*l.* a year, which money is divided among the poor in small sums, proportioned to their families.

PARISH OF KINETON.

AYLWORTH'S CHARITY.

Kineton.

Aylworth's Charity.

By Indenture, dated 20th June 1718, between William Harbert, of Staverton, in the county of Northampton, one of the sons of William Harbert, deceased, and Elizabeth his wife, and Thomas Harbert, of Staverton, son and heir of the said William Harbert, deceased, of the one part; and Charles Bentley, of Little Kineton, in the parish of Great Kineton, and county of Warwick, esquire, the Rev. Moses Hodges, D.D. vicar of the parish of St. Mary, Warwick, the Rev. Thomas Taylor, of Great Kineton, Richard Lane, of Castle-street ward, in the parish of St. Mary, Warwick, and Nicholas Boddington, of Castle-street ward aforesaid, John Vennor, of Great Kineton, John Bass, of Great Kineton, and Edward Atkins, of Great Kineton, of the other part; reciting, that *Thomas Aylworth*, by his Will, dated 1st February 1660, bequeathed 200*l.* to be bestowed in lands, or upon annuity and rentcharge, for providing four gowns for two poor men, and two poor women, inhabitants of Great Kineton aforesaid, yearly, upon St. Thomas's-day, and for one dozen of bread, to be distributed to the poor there every Sunday; and for three gowns to be given on the same day to two poor men and one poor woman, inhabiting in the Castle-street ward, in the parish of St. Mary, Warwick, and one dozen of bread to be distributed every Sunday to the poor of that ward, if there be any, or else to any other poor in that parish; and gave the rest of his estate to his nephew, Samuel Aylworth, and Thomas, the son of the said Samuel, whom he made his executors: And further reciting, that the said 200*l.* had not since the death of the testator been laid out in a purchase of lands, or upon annuity or rentcharge, according to the intent of the said will, but the said charity had been misapplied, and in danger to be lost; and that the Attorney-General, for the establishing of the said charity, had lately, at the relation of the said Charles Bentley and others, inhabitants of Great Kineton, exhibited an information in the Court of Chancery, against one Thomas Aylworth, who had put in his answer thereto; and that by a Decretal Order, made in the said cause on 8th February, 1 Geo. I., it was ordered, that the said principal sum of 200*l.* should be laid out in the purchase of land, annuity, or rentcharge, to be approved by one of the Masters of the court, who was to approve fit persons to be trustees for the said charity, and to allow of a settlement to be made of the premises, and the interest of the said 200*l.* that should be brought before the said Master was to be paid to the said trustees, and also the produce of the land, annuity, or rentcharge, when purchased, to be by them applied for the benefit of the poor men and women of the said town of Great Kineton and Castle-street ward, in the parish of St. Mary, Warwick, in the manner directed by the said will; and that the said Master, by his report, bearing date 30th August 1716, certified, that Thomas Aylworth, the defendant, and those under whom he claimed, had distributed the gowns and bread according to the will of the donor until St. Thomas's-day 1715; and that he charged him only with the sum of 12*l.* for interest of the said 200*l.* from that time, making, together with the said 200*l.* the sum of 212*l.*, which he appointed to be brought before him on a certain day therein named, and that the same had been accordingly paid into the said Master's hands: It was witnessed, that in consideration of the sum of 200*l.*, paid by the said Master to the said William Harbert, party thereto, and other considerations therein mentioned, the said William Harbert and Elizabeth his wife, and Thomas Harbert, granted and released to the said parties of the second part all those several parcels of arable-land, ley, meadow, pasture, and grass-land, lying dispersed in the open fields of Staverton aforesaid, accounted to be one half quarter of one yard-land, and also common of pasture for one half quarter of one yard-land in the fields and commonable places of Staverton aforesaid; and also several other pieces and parcels of arable-land, ley, meadow, pasture, and grass-land, lying dispersed in the open fields of Staverton, accounted to be one quarter and one half quarter of one yard-land, and also common of pasture for all manner of cattle for one quarter and one half quarter of one-yard land in the commonable fields and places of Staverton aforesaid (the particulars of which

which premises are therein more particularly set out), to hold the same to the said grantees, their heirs and assigns, in trust, to apply and dispose of the rents and profits of the premises for providing gowns and bread for such poor men and women inhabitants of the town of Great Kineton, and of Castle-street ward, in the parish of St. Mary, Warwick, if there be any, or else to any other poor in that parish, at such time or times, and in such manner, as the said will directs: And it was agreed by the parties, that when any five of the trustees should be dead, or sooner if the major part of them should think fit, the surviving trustees should have the power, with the consent of the freeholders and farmers of Great Kineton, or the major part of them, to choose new trustees, and to convey the premises to the use of such surviving and new trustees, their heirs and assigns, for the charitable uses before expressed.

This deed has the Master's allocatur in the margin.

There have been several subsequent trust-deeds, the last of which is dated 19th April 1805, whereby David Winter, Thomas Worrall, Daniel Sergeant, John Fort Chandler, and Robert Wilmot, surviving trustees, conveyed to the use of themselves, and of the Rev. John Nisbitt M'Evoy, Edward Welchman, Philemon Williams, William Worrall, George Sheler, Samuel Eglinton, Robert Mannton, George Wilkins, William Chandler (all of Kineton), Charles Gregory Wade, George Cattell, William Dwarris, Marmaduke Matthews, Thomas Woods Weston, John Edwards, Robert Blick, and Kelinge Greenway (all of Warwick), their heirs and assigns, all those four closes or parcels of meadow or pasture-land situate and being in the parish of Staverton, in the county of Northampton, containing by estimation $27\frac{1}{2}$ acres, and which comprised all the land which upon the inclosure of the open and common fields of Staverton was allotted and awarded in lieu of the lands and right of common lying and being in the said open common fields belonging to the trustees of the charity of Thomas Aylworth, to hold the same upon the trusts above mentioned.

This land is now let to Keziah Judd, as yearly tenant, at the annual rent of 52*l.*; it was advertised to be let by tender about five years ago, and of three tenders received hers was the highest; half a year's rent is paid in advance.

The previous rent, which was received from the present tenant's husband, had been 86*l.* a year, reserved upon a letting by auction; but an allowance of 10*l.* a year had been made to him on account of the reduction in the value of land.

Out of this rent some small charges are paid for land-tax, stamps, and expenses on receiving the rent, and at the annual meeting of the trustees on St. Thomas's-day for dividing the shares, amounting in the whole to 2*l.* 3*s.* 6*d.*, and other small occasional disbursements incurred in the management or improvement of the property.

After making these payments, 5*l.* 4*s.* is set apart for the bread, one half of which is paid to the Kineton trustees, and the other half to the Warwick trustees, and the residue is divided between the Kineton and Warwick trustees in the proportion of four sevenths to Kineton, and three sevenths to Warwick. At the last division these proportions amounted to 25*l.* 1*s.* 11*d.* to Kineton, and 18*l.* 16*s.* 5*½d.* to Warwick.

The accounts are settled, and the division made, at the annual meeting of the trustees on St. Thomas's-day.

At Kineton the bread is given away every Sunday in four threepenny loaves; 12 poor persons, chiefly widows who attend the church, are appointed by the trustees to receive these loaves in turn, vacancies in the list being supplied as they occur by death.

The Kineton share of the residue is applied in the purchase of coats and gowns; the coats are made of stout kersey, the materials of which cost 16*s.* a-piece, to which is added the expense of making. The gowns are made of gingham, which, with the linings, cost 6*s.* 6*d.* a-piece, the materials are given to the poor women, who make them up themselves. The number given varies according to the amount of the sums received at the annual division. In 1825, 17 coats and 23 gowns were given.

The poor people attend on the evening of the annual meeting, and apply for the clothing; a list of the applicants is taken, and those who are thought to be most necessitous and deserving are selected to receive it, a preference being given to such as are not burthensome to the parish. It is very rarely that the

Kineton.

Aylworth's Charity,
continued.

Kineton.
Aylworth's Charity,
continued.

same persons receive in successive years, unless in case of great necessity; but it is very usual to give a coat to a man one year, and a gown to his wife in the following.

CHARITIES OF MRS. FRANCES BENTLEY, R. BURBRIDGE, AND
MRS. NORTON.

Charities of
Mrs. F. Bentley,
&c.

In a book containing an account of the charities at Kineton, supposed to have been collected by the Rev. William Talbot, a former vicar, it is stated, that Mrs. *Frances Bentley*, who died in 1684, left 30*l.* to be added to the poors stock in Kineton, to be laid out for their benefit, and the interest to be divided yearly among the poor, at the discretion of the minister and churchwardens of Kineton for the time being.

It is also stated that a sum of 30*l.* had been given by *R. Burbridge*, but it was not known whether by will, or otherwise, the interest thereof to be laid out in bread, to be distributed amongst the poor of Great and Little Kineton, on St. Thomas's-day, and St. John Baptist's-day, in equal portions.

It appears that these two sums were for some time in the hands of the Rev. W. Talbot, on the security of his bond. They were subsequently paid in by him, and after passing through several hands came to those of Mr. Welchman, of Kineton. This gentleman having also in his possession at that time a sum of 10*l.*, which had been given by a Mrs. *Norton* for the use of the poor, and had been in the hands of his father, it was thought advisable to invest the three sums, amounting together to 70*l.*, upon a mortgage of a copyhold house, garden, and out-buildings, in Little Kineton, the property of Daniel Pinfold. The interest, amounting to 3*l.* 10*s.* is paid over to the churchwardens and overseers, and is given away to the poor of the parish in bread. The 10*s.* which is considered as applicable to Mrs. Norton's charity, is generally added to a distribution of bread, made in the winter, by the vicar, from the collections received at the Sacrament. The other 3*l.* is given away altogether at the church, by the churchwardens, in 1*s.*, 6*d.*, and 3*d.* loaves. A list is previously made of the poor, and the loaves are distributed in proportions, regulated by the size of the respective families.

HOUSE AND LAND, SUPPOSED CHARITY OF THE BENTLEY FAMILY.

House and Land,
&c.

It is stated in the charity-book that there was a house, with a barn and close thereto adjoining, called the Poors House, then in the occupation of Edward Good, cooper, at the yearly rent of 4*l.*, which premises were given by some of the Bentley family, but by whom or whether by will or otherwise none of the inhabitants of Kineton then knew, with directions, as the tradition was, that the rents and profits of the same should be applied towards setting out poor children of the said parish apprentice to any trade, the masters of which did not live in, and were not at the time parishioners of Kineton. The entry proceeds to state, that the head or heir of the Bentley family claimed to himself the sole right of receiving and giving receipts for the rents and profits of the said premises, and disposing of the money for the uses to which it was allotted.

These premises are situate in the back-lane at Kineton. The house was burnt down about the year 1800. The land, containing three roods and seven perches, is let to Richard Winter for seven years, from Michaelmas 1824, at 6*l.* 5*s.* per annum, which appears to be a fair rent.

The rent is applied in apprenticing poor boys of the parish, with premiums of 10*l.* each, to persons not resident in the parish. The apprentices are selected, and the masters found, by the parish-officers, but the indentures are executed by Lord Willoughby de Broke, in the character and by the description of trustee for the charity. This practice he is supposed to exercise in right of his ownership of the estate, at Kineton, formerly belonging to the Bentleys, the same right having been exercised by the intermediate owner of that property, Mr. Hill, but it is the only circumstance in which he interferes in the management of the charity, the land being let, and the rent received as well as applied, by the parish-officers.

OTHER CHARITIES OF THE BENTLEY FAMILY.

Other Charities of
the Bentley Family.

Charles Bentley, of Little Kineton, esq. by Will, dated 11th October 1726, gave to John Venour, and the minister of the parish of Kineton, 50*s.* per annum, until his son should attain the age of 21 years, or die, which should first happen, upon

upon trust, to lay the same out in bread, and distribute it weekly among such four of the poor of Little Kineton as the said John Venour, and the said minister, should think fit, and when the said son should attain his said age of 21 years, or die, then he gave the sum of 50 *l.* to be laid out in a purchase, and directed that the rent thereof should be applied in buying bread, to be distributed weekly among such of the aforesaid poor as his heir at law, and the minister of Kineton aforesaid for the time being, should appoint.

Mrs. *Elizabeth Bentley*, of Little Kineton, spinster, by Will, dated 15th September 1735, gave the sum of 20 *l.* to be put out at interest, in the name of her heir or heirs at law, and of the minister of Kineton for the time being, and willed that the interest thereof should be distributed among so many poor widows of the parish of Kineton who did not receive collections, as her heir-at-law, and the minister of Kineton for the time being, should think fit.

Mrs. *Diana Bentley*, by her Will, dated 22d October 1736, gave the sum of 20 *l.* to the like purposes, and in like manner, as the preceding.

Mrs. *Charlotte Bentley*, late of Little Kineton, spinster, by her Will, dated 11th June 1765, gave and bequeathed to her trustees, Edward Gibbs, of Stratford-upon-Avon, Thomas Woodward, of Butlers Marston, (her sole executor), Isaac Twycross, of Warwick, mercer, and Thomas Greenway, of Warwick, gentleman, the sum of 150 *l.* in trust, to put the same out at interest, upon the best security they could get, in their names, and apply the interest thereof for ever, in putting to and keeping at school at Great or Little Kineton aforesaid, under such person or persons as should from time teach school there, three boys and three girls, being the children of such of the poor inhabitants of Great and Little Kineton aforesaid, or one of them, as her said trustees should from time to time nominate and appoint, and that out of the interest of the said 150 *l.* the said three boys and three girls should be yearly clothed as therein described, and that the said six children should respectively continue at such school for three years, and no longer, and that during their continuance there the boys should be taught to read, and in the last year of the said three years, to write, and the girls to read and spin; and that upon such children having been continued at such school for the time above mentioned, other such six children, or such a number as would make the whole up six in number, should in like manner be appointed successively for ever. She also gave and bequeathed to her said trustees, the sum of 20 *l.* in trust, to put the same out at interest, and to distribute the interest thereof amongst such, and so many of the poor widows, inhabitants of Great and Little Kineton aforesaid, who did not receive any alms, relief, or collection from the parish as they should think proper objects of charity; and her desire was, that the interest of the said sum of 20 *l.* should be distributed to such poor widows as aforesaid, as near as might be, in the same manner as the two legacies left by her aunt, Elizabeth Bentley, and sister Diana were distributed; but her will was, that as soon as her kinsman, Bentley Gordon, should arrive at his age of 21 years, then and from thenceforth he, and the person or persons who should be entitled to her real estates under him, should have the payment, direction, and distribution of the interest and produce of the said 20 *l.* among such poor widows as aforesaid.

We have not been able to obtain any satisfactory information respecting these charities. In the printed Returns made to the House of Commons under Gilbert's Act in 1786, it is stated, that the three first had then not been paid for 20 years, and that Charlotte Bentley's had never been paid; and it is added, that Bentley Gordon Bentley (mentioned in Charlotte Bentley's will, and who succeeded to the property of the Bentleys in Kineton) sold the estate, and never paid the legacies to the poor. Under what circumstances he was liable to pay them, if at all, we have not learned; the reason assigned in the Returns, that all the Bentleys money was directed by Charlotte Bentley's will to be paid by her executor, (as he is there called) Bentley Gordon Bentley, is evidently a mistake. All the information we can get is that certain legal proceedings afterwards took place, but nothing was recovered for these charities.

MRS. BAKER'S CHARITY.

The Charity-book mentions a sum of 10 *l.* given by *Jane Baker*, to be added to the poors stock of Kineton. No date is ascribed to this gift; but it is added, that the effects of Jane Baker were said to have been left to Charles Bentley, of Little Kineton, esquire.

Kineton.

Other Charities of
the Bentley Family,
continued.

Mrs. Baker's
Charity.

Kineton.

Mrs. Baker's
Charity,
continued.

We have not obtained any further information concerning this gift. It is stated in the Returns under Gilbert's Act to have been then unpaid for 20 years, and is included in the observations there made and above referred to respecting the charities of the Bentleys.

VENOUR'S CHARITY.

Venour's Charity.

John Venour, of Great Kineton (or Kineton), surgeon, by his Will, dated 14th June 1727, gave and bequeathed to the town of Little Kineton, in the county of Warwick, 30*l.* to be laid out by his executor within six months after his death, in a purchase of free lands, or an annuity or rentcharge, of as much as could be purchased with the same, to be by his executor settled upon and conveyed to the then minister, and churchwardens and overseers of the poor of the said parish of Great Kineton and Little Kineton, and their successors, for ever, and the profits annually arising therefrom, to be yearly, for ever, laid out and disposed in buying three cloth gowns for two men and one woman of the town of Little Kineton aforesaid, to be given them yearly on St. John the Evangelist; and provided there should be no poor in Little Kineton aforesaid, or not a sufficient number, that for any one or more years would accept of them, then he willed all or such as should in such year or years be undisposed of for the reasons aforesaid, should be given to the poor of Great Kineton aforesaid, and so to continue yearly, and every year, until there should be poor in Little Kineton that would accept of them, and then to be given to the poor of Little Kineton aforesaid: and he willed that the minister, churchwardens, and overseers of the poor for the time being of the parish of Great Kineton and Little Kineton, should have the disposition of these gowns, for ever, and that the same should be always given to such persons as should be of good fame and reputation, and should not dissent from the Church of England, but come as often as their health would permit. And he charged all his personal estate with the payment of his legacies, and the overplus thereof, after payment of his debts, legacies, and funeral expenses, he bequeathed to his nephew and godson, John Venour, of Wellsbourn Mountford, whom he made sole executor of his said will.

The will contains a similar bequest of 30*l.* for clothing, to the poor of Wellsbourn, which we have already adverted to in the account of the charities in that parish given in our 15th Report.

From a statement in the Charity-book at Kineton it appears that the sum of 60*l.*, in respect of these two bequests, came to the hands of Thomas Venour of Wellsbourn Mountford, as one of the administrators of John Venour, the executor and residuary legatee named in the above will; and that after the death of Thomas Venour, his son, the late John Venour, esq. of Wellsbourn, continued to provide and pay for the coats and gowns for the poor of Little Kineton till his death, which took place in July 1787. They were also given in the following year, but from that time the distribution has totally ceased.

We have stated in our former Report that clothing was also given away to the poor of Wellsbourn in the lifetime of the late John Venour, esq.

As no purchase or investment of any kind appears to have been made with either of these legacies, the distribution of clothing in respect of them must, as we conceive, be taken as an admission that the sums bequeathed remained in his hands, and constituted a debt from the late John Venour to the two parishes.

The last-mentioned John Venour, by his Will, dated the 18th June 1787, devised all his real estate in the parish of Wellsbourn Hastings, or elsewhere, in the county of Warwick, and not in settlement, to his brother-in-law, Walter Landor, of Warwick, M.D., and his brother-in-law the Rev. John Landor, rector of Colton, in the county of Stafford, (whom he also appointed his executor), their executors, administrators, and assigns, for the term of 1000 years, from the time of his decease, upon the trusts thereafter mentioned, and subject to such term to his four sons successively, and the heirs of their bodies respectively.

He then devised to the said Walter Landor and John Landor, their heirs and assigns, his estate in Willersey, in the county of Gloucester, upon trust, to sell the same with all convenient speed after his decease, and declared that the money arising from such sale should be assets in the hands of his said trustees

and

and executors, and be taken as part of his personal estate, and applied therewith in discharge of his debts, funeral expenses, and the portions of his younger sons and his daughters, and their maintenance until those portions should become payable as therein directed, and the other legacies therein mentioned.

And he then declared that the said term of 1,000 years was limited to his said trustees, upon trust, and to the intent that in case his personal estate, and the interest thereof, and the money arising from the sale of his estate at Willersey, and the rents and profits thereof until such sale, should not be sufficient for the payment of his debts, legacies, funeral expenses, and for raising and paying the portions of his younger sons and daughters, and their maintenance until the same should become payable, it should be lawful for the said Walter Landor, and John Landor, or the survivor of them, or the executors or administrators of such survivor, by demise or mortgage of all the premises comprised in the said term of 1,000 years, or of a competent part thereof, for the whole or any part of the said term, to raise such sum or sums of money as should be sufficient, with his personal estate, and the money arising from the sale of his estate at Willersey, and the rents and profits thereof until such sale, for the payment and discharge of all his said debts, &c.; provided, that if his son Thomas, or whoever should be next in reversion or remainder of the premises expectant on the said term, should pay to the said trustees and executors such sum of money as should be requisite, with his personal estate, and the produce of the sale of the estate at Willersey, and the rent and profits thereof until such sale, for the payments aforesaid, then the said term should be void.

The estate at Willersey was sold in pursuance of the above-devise, and the produce applied as directed, but it does not appear that among the debts discharged any payment was made in respect of these two sums of 30*l*.

We have been unable to ascertain whether the whole of the money raised by the sale was employed in the manner directed by the deviser. The whole of the business relative to the sale and application of the money was, as we are informed, managed by the solicitor for the trustees, Mr. Richard Wyatt, of Stratford-upon-Avon; but no account has been rendered either by him or by the trustees to the owner of Mr. Venour's Wellesbourn estate; both the trustees have been long dead, and Mr. Wyatt is now incapable from age and infirmity of giving any information upon the subject. No documents indicating the state of the trust-account, or in any way relating thereto, are found among Mr. Wyatt's papers, nor in the office of the gentlemen who have succeeded to his business as a solicitor, Messrs. Tibbitts and Wyatt, nor are there any in the possession of the heir of the surviving trustee.

If the fund raised from the personal estate, and the sale of the estate at Willersey, has been exhausted on the objects pointed out by the will, of which the circumstances above stated appear to furnish a presumption, it seems to follow that the debt to the two parishes may be enforced against the estate at Wellesbourn Hastings, under the trusts of the term of years created by the will of the late Mr. Venour.

CHURCH LAND.

There are some houses and land belonging to the parish, the produce of which has been long appropriated to the repair of the church, but it is unknown from whence this property is derived.

The following are the particulars of these premises :

Ten cottages, rented by the parish at 10*l*. a year, and used for dwellings for paupers. The parish keep them in repair.

A parcel of land, containing 2*A*. 2*R*. 16*P*., which was allotted under the Kineton Inclosure in lieu of some land in the open fields. This is let to Samuel Garrett for a term of seven years from Michaelmas 1824, at the yearly rent of 7*l*. 15*s*. The letting was by auction.

There were also some lands called Church Lands, in number 44, 32 of them lying dispersed in the common fields of Great Kineton, the remaining 12 in the inclosed fields of Little Kineton, but the situation of which, it is stated in the charity-book, was not known, for each of which lands an annual payment of 1*s*. was collected. Upon the inclosures of Little Kineton and Great

Kineton.

Venour's Charity,
continued.

Kineton.
Church Land,
continued.

Kineton, the first of which took place in 1733, the following estates and lands comprising the said 44 lands were charged with these payments : viz.

Little Kineton (12 lands :)						£.	s.	d.
Richard Hill, esq. late Bentley, esq.	-	-	-	-	-	-	2	-
Edward Welchman, late Moore	-	-	-	-	-	-	2	-
William Worrall, Mr. Whitehead's land	-	-	-	-	-	-	1	8
John Neal - - - ditto	-	-	-	-	-	-	3	4
Daniel Shelswell, Page's land	-	-	-	-	-	-	1	-
John Ledbrook's land	-	-	-	-	-	-	2	-
						£.	-	12 -

Great Kineton (32 lands :)						£.	s.	d.
Richard Hill, esq. late Bentley, esq.	-	-	-	-	-	-	3	-
Ditto - - Ward's land	-	-	-	-	-	-	3	7½
Ditto - - Adkin's ditto	-	-	-	-	-	-	-	10
Edward Chandler	-	-	-	-	-	-	8	-
Edward Hall, late Adkin's land	-	-	-	-	-	-	-	6
Ditto - - Bradley's ditto	-	-	-	-	-	-	2	-
Ditto - - Minors's ditto	-	-	-	-	-	-	2	-
Ditto - - James Moor's ditto	-	-	-	-	-	-	-	3
Ditto - - Lavender's ditto	-	-	-	-	-	-	-	9
Ditto - - Mitchell's ditto	-	-	-	-	-	-	-	4
Edward Welchman, J. F. Chandler's land	-	-	-	-	-	-	-	4½
Ditto - - Garrett's ditto	-	-	-	-	-	-	-	4½
Ditto - - Woodley's ditto	-	-	-	-	-	-	-	4½
Francis White	-	-	-	-	-	-	3	4
John Hall	-	-	-	-	-	-	-	3
John Warren, Court's land	-	-	-	-	-	-	3	-
John Worrall	-	-	-	-	-	-	-	6½
Leonard Chandler	-	-	-	-	-	-	-	4
Robert Worrall	-	-	-	-	-	-	-	6½
Robert Croft's land	-	-	-	-	-	-	1	-
William Findon	-	-	-	-	-	-	-	3
Charles Tompkins, mill-land	-	-	-	-	-	-	-	4
						£.	1	12 -

These rents are carried to the churchwarden's account, and are applied to the repairs of the church and church-yard.

CHAPELRY OF COMBROOK.

FREE SCHOOL.

Combrook.
Free School.

The earliest mention we find of this school is contained in a Deed Poll, dated 1st November 1641, whereby Sir Grevill Verney, of Compton Verney, in the county of Warwick, granted to the parish-church of the said Compton, 22*l.*, yearly, for ever, to be paid by equal portions at Lady-day and Michaelmas, to find a minister of God's word there, in that church, to read the Service, and to preach every Sunday, and to observe the orders of the Church of England; and he moreover granted to the same minister 8*l.* yearly, for ever, for and in consideration of his executing the place of schoolmaster in the free school at Combrook, erected there by the commandment of his (the grantor's) mother, to be paid together with the other at the same times, by equal portions, and directed that the same man should execute both places, his constant dwelling being at the school; and in case there should be default of payment of either of those sums 28 days after the times above named, having been demanded, that it should be lawful for him to enter and distrain in the town, town-meadow, Nag's Close, and Clerk's Field, being all parcels of the domain of Compton, always providing that the presentation should remain to himself and his heirs for ever.

This grant was repeated in nearly the same words in the will of Sir Grevill Verney, dated 30th April 1642.

There is now no parish-church at Compton Verney.

The annual sum of 25*l.* is paid out of the rents of the estate of Lord Willoughby de Broke, at Compton Verney, to the master of a free-school at that place. The master is appointed by Lord Willoughby, and holds the school

school in an old house, in which he resides rent-free, and which is kept in repair by Lord Willoughby, and is supposed to be the house mentioned in Sir Grevill Verney's grant as having been erected by the command of his mother.

All the poor peoples children of Combroom and Compton Verney between the ages of six and twelve years are admitted to the school, and are taught reading, writing, and arithmetic. The education is entirely gratuitous.

It does not appear when this precise sum of 25*l.* first began to be paid to the schoolmaster, nor whether it is paid in whole or in part, in respect of the grant made by Sir Grevill Verney, or as a voluntarily payment by the successive proprietors of Compton Verney, for the support of the school.

Verney Exhibitions.—In the year 1763, Lady Tryphena Verney, in satisfaction of a bequest of 300*l.* given by the Will of her husband, *George Verney*, conveyed to trustees an estate at South Littleton, in the county of Worcester, for the maintenance of two scholars at Trinity College, Cambridge, to be chosen by the heirs of Sir Grevill Verney and Richard Samwell, out of the school at Combroom, if any scholars should be there fit for the University, and in default of such scholars there, then out of the grammar-school at Warwick. A more particular account of this benefaction, from which, however, no advantage is now derived by this school, is necessarily postponed to a future opportunity.

LADY MARGARET GREVILL VERNEY'S CHARITY.

Upon a Benefaction-table in the church of Combroom it is stated, that the Lady *Margaret Grevill Verney* gave the interest of 5*l.* for the benefit of the poor of this "parish" for ever.

5*s.* worth of bread or coals are yearly distributed about St. Thomas's-day by the chapelwardens to the poor of Combroom, and which are paid for by the bailiff of Lord Willoughby de Broke.

Combroom.

Free School,
continued.

Lady Margaret
Grevill Verney's
Charity.

PARISH OF BUTLERS MARSTON.

LOGGIN'S CHARITY.

Upon a Tablet in the church at Butlers Marston is an inscription, stating that *William Loggin*, of Swakcliffe, in the county of Oxford, by his Will, dated 20th July 1635, gave 20*s.* a year, for ever, to be paid out of his parsonage and rectory of Eatington, in the county of Warwick, to the poor of Butlers Marston, in the said county, to be disposed of by the executors of the said William Loggin, "who are appointed yearly on Tuesday next after Trinity-Sunday, to make audit at the rectory in Swakcliffe of the trust reposed in them."

This annual sum is now received; 10*s.* thereof from Messrs. John and Joseph Horniblow, of Shipston, and 10*s.* from Mr. William Bacon, of Eatington, the owners of different portions of the tithe of Eatington.

It is generally applied for once in four or five years only, in order to make a more efficient distribution, and is given away by the churchwardens in bread, meat, or money, as they think the poor people would find most beneficial. The largest portions are given to the poor widows, and such of the poor as appear anxious to avoid having recourse to parish-relief.

The last distribution was in money; the sums given varied from 4*s.* 6*d.* to 2*s.*

Butlers Marston.

Loggin's Charity.

PARISH OF PRIORS MARSTON.

CHARITIES OF JAMES AND AHOLIAB WEST, AND OTHERS.

By Indenture of Release, dated 19th June 1734, between William Reeve of Priors Marston, and Elizabeth his wife, which Elizabeth was only sister and coheir of Robert Bithell, of Priors Marston, of the first part; John Bithell, of the second part; the Rev. Samuel Dudley, vicar of Priors Marston, and John Bradshaw, and John Key, churchwardens of the said parish, of the third part; Job Baseley and Richard Fessey, of the fourth part; and Edward Earle, of the fifth part; reciting that *James West*, late of London, deceased, by Will, dated 22d February 1705, appointed the sum of 100*l.* to be paid within 12 months next after his decease, to the minister and churchwardens of Priors Marston, upon trust, that they or the succeeding minister and church-

Priors Marston.

Charities of
James and Aholiab
West, and others.

Priors Marston,
 Charities of
 James and Aholiab
 West, and others,
continued.

wardens of the said parish should put out the same to interest at 5*l.* per cent per annum, or otherwise lay out the same in purchasing some small estate, and settle the same upon trustees in such manner that the same might answer the purposes by him intended; and appointed that the interest or improvement which should be made of the said 100*l.* should be yearly, for ever, on such day of the year on which he should happen to die, be paid to such of the poor of Priors Marston as the said minister and churchwardens should think most in need of the same; And further reciting, that *Aholiab West*, by Will, dated 5th October 1729, gave to the minister and churchwardens of the said parish of Priors Marston 100*l.*, to be laid out in the purchase of lands of inheritance, or placed out at interest, and directed that the rents and profits of such lands, or the interest of the said money, should for ever, yearly, be distributed by the said minister and churchwardens, amongst the poor of the said parish, in the same manner and upon the same days as the charity given by the will of his late deceased brother James; It was witnessed, that in consideration of the sum of 225*l.* 5*s.* to the said William Reeve paid by the said Samuel Dudley, John Bradshaw, and John Key, 200*l.* whereof were the said legacies of 100*l.*, and 100*l.* before mentioned, 15*l.* other part thereof being money theretofore given for the use of the poor of Priors Marston aforesaid, by Thomas Baseley and Job Baseley, deceased, and 10*l.* 5*s.*, residue thereof, being money lent and advanced by the said Samuel Dudley, John Bradshaw and John Key, until the same could be raised by the sale of the timber growing upon the close thereby intended to be granted, the said William Reeve and John Bithell, did, by the direction and approbation of the said Samuel Dudley, John Bradshaw, and John Key, grant and convey to the said Job Baseley, and Richard Fessey, their heirs and assigns, a close, commonly called Grove Polle Close, in the parish of Charwelton, in the county of Northampton, to hold to the said grantees, their heirs and assigns, for ever, upon trust, to suffer the minister and churchwardens of the said parish of Priors Marston, and their successors, to receive the rents and profits thereof, upon the trusts, charitable uses, and intents in the said two wills of the said James and Aholiab West expressed concerning the said legacies of 100*l.*, and 100*l.*; with a covenant on the part of the said William Reeve, and Elizabeth his wife, to levy a fine of the said premises by the name of one messuage, 15 acres of land, five acres of meadow, six acres of pasture, eight acres of furze and heath, and common of pasture for all cattle, with the appurtenances, in Moreton Pinckney, and Charwelton, in the county of Northampton, which fine, as for and concerning the said close by that indenture granted and released, should be to the use of the said Job Baseley and Richard Fessey, in trust nevertheless as aforesaid.

The original deed whereby these premises were thus conveyed has been much obliterated and defaced by damp; we were assisted in abstracting it by a paper purporting to be an abstract taken many years ago, but in which there are several blanks in consequence of the then damaged state of the deed.

It does not appear that any renewals of this trust have ever taken place; the minister and churchwardens have long been accustomed to act as trustees in letting the premises, and receiving and applying the rents to the purposes of the charity.

These premises, consisting at present of four closes of arable, and one of grass-land, containing about 29 acres, with a barn and stable built thereon by a former tenant, are at present in the occupation of William Griffin, under an agreement for a lease for 10 years from Lady-day 1820, at the annual rent of 65*l.* 1*s.*, subject to a deduction of 1*l.* 10*s.* for land-tax; the premises had been previously held by Anna Maria Newcomb, under a lease for 10 years, at the rent of 83*l.*, before the granting of which lease they were held by Henry Rolls, esq., at a rent of 26*l.*, under a like lease, by whom the barn and stable above mentioned were built, and other improvements effected, at an expense of about 200*l.*; the several lettings above mentioned took place at auction, and the present rent appears to be the fair value of the premises.

In consequence of the extraordinary pressure of the years 1822, 3, and 4, abatements were allowed in those respective years of 20, 22½, and 15 per cent on the rent.

In the application of the income arising from these charities there is annually expended 15*s.* in the purchase of bread, in respect of the 15*l.* derived from the charities of the Baseleys, as mentioned in the purchase-deed, and as much

much more for a further purchase of bread, as with the 5*s.* derived from Kay's charity after mentioned, will purchase bread enough to afford a fourpenny loaf to every poor labourer's family of the parish, which disbursement in the whole amounts to the sum of about 1*l.* 12*s.* annually, including Kay's 5*s.* The bread thus purchased is given away on St. Thomas's-day. The remainder of the rent is distributed among the poor of the parish, in sums of money varying from 2*s.* 6*d.* to 4*s.* 6*d.*, according to their respective necessities. This distribution is usually made on the 29th of April. That which took place on the 29th of April 1826 embraced 74 men, 84 women, and 161 children, the sum of 4*s.* 6*d.* being given to each man and woman, and 3*s.* to each child.

Priors Marston.

Charities of
James and Aholiab
West, and others,
continued.

BASELEY'S CHARITY.

In addition to the sum of 15*l.*, mentioned in the foregoing indenture, as derived from the gifts of *Thomas* and *Job Baseley*, and of which the Returns to Parliament under Gilbert's Act ascribe the sum of 10*l.* to *Thomas Baseley*, jun., and 5*l.* to *Job Baseley*; those Returns also mentioned a further gift of 5*l.* by *Thomas Baseley* in 1764, for bread to the poor, stated to be then vested in the churchwardens.

Baseley's Charity.

Of this latter gift we have been unable to gain any further information.

JOHN KAY'S CHARITY.

It is stated on a Benefaction-table in the church, that *John Kay* gave the interest of 5*l.* to be distributed in bread on St. John's-day, yearly.

John Kay's
Charity.

It will be seen that *Josiah Kay*, of whose charity we are next to make mention, charged an estate in Priors Marston by his will with the annual payment of 6*s.*, "being the gift of his brother *John Kay*, and the money having been committed to the said *Josiah Kay*."

The annual sum of 5*s.* is received from the tenant of a farm in Priors Marston, now the property of Mr. *John Webb*, called the Pot Ash Farm, which formerly belonged to the *Kay* family, and which payment is understood to be in respect of the abovementioned annuity of *John Kay*, the remaining 1*s.* being probably retained for land-tax.

The money is received by the churchwardens, and applied by them in the purchase of bread, which is given by them on St. Thomas's-day with other bread provided from the rents of West's charity-land as above mentioned, among the poor.

JOSIAH KAY'S CHARITY, AUGMENTED BY AHOLIAB BRADSHAW.

Josiah Kay, by his Will, dated the 11th July 1711, devised to his nephew *Thomas Kay*, for his life, the yard-land at Priors Marston, which was formerly his father's, and the half yard-land which he purchased of *Richard Carter*, and house and close which he purchased of *Henry Jeffs*, and the remnant of land at Marston, and the close at Morton Priory, which he purchased of his brother *William Kay*; and he charged the same with the payment (among other things) of 6*s.* per annum for ever, to be paid or delivered in bread or money to the poor of Priors Marston every Christmas on St. John's-day, according to the will of the testator's brother *John Kay*, it being his gift, and the money committed to the testator; and he also charged the premises with the payment of 40*s.* a year for the benefit of the charity-school for boys and girls in the parish of St. Martin in the Fields, in the county of Middlesex, payable on the 25th March; and, subject to the said payments, he devised the premises to the heirs-male of the said *Thomas Kay* of the name of *Kay*; and in default of such heirs-male, to *Richard Wills*, and his heirs-male of the name of *Wills*; and in default of such heirs-male, he devised the same, charged as afore-said, for the schooling and education and putting forth apprentice the poor peoples children of Priors Marston, viz., one moiety of the income and profits thereof for schooling, and the other for apprenticing.

Josiah Kay's
Charity, &c.

He also devised to his nephew, *Richard Wills*, for his life, a farm and three yard-lands in Priors Marston, which he had lately purchased of Mr. *Holford*, and charged the same with payment of the yearly sum of 20*l.* on the 24th of June, viz. for the schooling of 10 poor boys of Priors Marston, 10*l.* thereof; and for putting forth such of the poor boys as should have the benefit of schooling, as should be thought fit to be apprentices, the other 10*l.* thereof; which poor boys should be chosen by the minister, churchwardens and overseers

Priors Marston.

Josiah Kay's
Charity, &c.
continued.

of the poor, and such parishioners as should be of the vestry of Priors Marston, together with such person as should be owner of the house there where the testator was born, whether of the vestry or not, and whose vote should be accounted as two votes in such choice. And after the death of the said Richard Wills he devised the said farm and lands, charged as aforesaid, to the heirs-male of the said Richard Wills of the name of Wills, and for want of such heir-male, to his nephew Thomas Kay, and his heirs-male in the name of Kay; and for want of such heir-male he devised the same for the schooling, education, and putting forth apprentices, such poor boys to be chosen as aforesaid for ever, viz. one moiety of the income and profit for schooling, and the other moiety for apprenticing; and he appointed George Clark, esquire, and Henry Smith, scrivener, to be trustees of his will.

The ultimate limitations of these several estates to the charitable uses mentioned in this will have not taken effect.

The annuity of 20*l.* a year is now received from Mr. George Wills, the proprietor of the estate formerly Josiah Kay's, which is charged therewith.

In addition to this annuity, Josiah Kay's charity has been recently augmented in the manner stated in the following deed:

By indenture, dated 23d March 1822, between the Rev. William Corbett Wilson, minister of the parish of Priors Marston, Thomas Stevens, and Richard Smith, churchwardens, and John Bolton and Jonathan Marriott Bradshaw, overseers of the poor of the said parish, of the first part; Aholiab Bradshaw, of Priors Marston, of the second part; and the said parties of the first and second parts, and George Jessy Wills, heir-at-law of Richard Wills, the nephew of Josiah Kay, and Henry Rolls, of Priors Marston, gentleman, of the third part; after reciting the will of Josiah Kay (so far as regarded the said annuity of 20*l.*), and also that the said Aholiab Bradshaw, and his late brother William Bradshaw, had for many years then past received the monies arising from the said charity, and paid many sums on account thereof; and further, that at a meeting convened by notice in the church of Priors Marston on the 6th January 1818, for the purpose of inspecting the accounts of the said Aholiab Bradshaw, and his late brother, and for directions as to the application of the balance in hand, it was found that the balances in the hands of the said Aholiab Bradshaw on his own account, and as representative of his said brother, amounted to 240*l.* 16*s.* 6*d.*; and the said Aholiab Bradshaw proposed at the said meeting, that if the said balance was advanced to and vested in the hands of the minister, churchwardens and overseers, and the said Aholiab Bradshaw, George Jessy Wills, and Henry Rolls, for the purposes thereafter mentioned, he the said Aholiab Bradshaw would vest in the same trustees, for the like purposes, the further sum of 259*l.* 3*s.* 6*d.* making up the sum of 500*l.* to be settled as thereafter mentioned, which proposal had been agreed to; It was witnessed, that in consideration of 500*l.* paid by the said Aholiab Bradshaw to the parties of the third part, or to one of them, with the consent of the others, the parties of the third part covenanted and agreed with the said Aholiab Bradshaw, and with his executors, and with each other, and with the trustees for the time being of the said charity, under the will of Josiah Kay, that they would place out to interest the said sum of 500*l.* in their own names, upon the bond of the said Aholiab Bradshaw, and after his decease, or upon his paying the same, then upon real or other good security, and divide the interest and proceeds thereof, as the same should be received, into five equal parts, and apply the same in manner following, that is to say, two fifth parts thereof to the schoolmaster at Priors Marston appointed by the trustees of the said charity under the will of Josiah Kay, for the education of two poor boys and five poor girls, children of the poor parishioners of Priors Marston, being of the established Church of England, in addition to the 10 boys directed by the will of the said Josiah Kay, such two boys and five girls to be chosen by the trustees under his will, and the trustees named in that deed, or the major part of them; two other fifth parts of the said interest and proceeds to be applied in putting forth such of the poor boys as should have the benefit of schooling under Kay's charity, and that additional charity as should be thought fit, to be apprentices, in addition to the 10*l.* given by the will of the said Josiah Kay for that purpose; and the remaining fifth part of such interest to be paid to such of the said poor girls who should go to service, or be put out apprentice, and should produce a certificate of their good conduct from their master or mistress, whom they should have served

served for one year; provided, that if masters could be found for the said boys to be apprenticed, who would take an apprentice for a less sum than the two several sums before mentioned, and set out for that purpose, then the surplus of such sum should be paid to such apprentice at the expiration of his apprenticeship, for his own use and benefit.

In pursuance of the provisions of this deed, Mr. Bradshaw executed a bond for 500*l.*, bearing interest at four per cent, to the Rev. William Corbett Wilson, minister, Thomas Stevens, and Richard Smith, churchwardens, and John Bolton, and Jonathan Bradshaw, overseers of Priors Marston, dated 23d March 1822.

From the funds of this school, now amounting to 40*l.* a year, 18*l.* are paid to a schoolmaster at Priors Marston, appointed by the minister, churchwardens and overseers, who act as the trustees of Kay's charity; 13*l.* of this is paid to the master by the trustees, and 5*l.* according to a long-established usage by Mr. Wills, in part payment of the annuity of 20*l.* For this salary he teaches 12 boys and 5 girls, 10 boys under the provisions of Kay's will, two boys and the girls under the provisions of the indenture above abstracted. They are the children of poor parishioners of Priors Marston, and are appointed by the trustees. He teaches them reading, writing and arithmetic.

Such of the boys as are thought fit by the trustees to be apprenticed are put out with premiums, now of 18*l.* each. No eligible master has been found since the increase of the funds who would take a smaller premium. One half of this premium is paid at the time of binding; and a promissory note is given for the remaining half, payable when about half the period of apprenticeship is expired, if the apprentice remains in his situation. No payments have hitherto been made to the girls pursuant to the direction of the deed, none having been yet qualified to receive them.

There was at the time of our inquiry in August 1826, in the hands of Mr. Hall, banker at Daventry, who has been appointed treasurer to this charity, a balance of 52*l.* 16*s.*, and four years rentcharge was due from Mr. Wills; minus the 5*l.* annually paid by him to the schoolmaster, in part of his salary, leaving an arrear due from Mr. Wills of 60*l.*, which, added to the balance at the bankers, makes a total due to the charity of 112*l.* 16*s.*

BETHEL'S CHARITY.

In the Returns to Parliament in 1786 a sum of 5*l.* is mentioned to have been given by *John Bethel*, by will, for bread to the poor, and to have been then vested in *Susannah Baseley*, yielding an interest of 5*s.*

This benefaction is also recorded on a tablet in the church, but nothing appears to be now known of it in the parish.

Priors Marston.

Josiah Kay's
Charity, &c.
continued.

Bethel's Charity.

PARISH OF MORETON MORRELL.

HARBIDGE'S SCHOOL.

It is recorded in a Benefaction-table in the church of this parish, that the Rev. *Thomas Harbidge*, formerly minister of Moreton Morrell, left the sum of 40*l.* for the purpose of putting to school six poor children of the parish, and that the above sum was placed in the hands of *Thomas Ward*, esq. of this parish, and the interest paid annually in fulfilment of the above benevolent purpose.

Thomas Ward, esq., mentioned in this inscription, is since dead; but the interest of this legacy, which was regularly paid by him in his life-time, continued to be paid by his widow until the time of her death, which occurred about six months ago. We have communicated with his executor, Mr. John Horton, of Wellsbourne, on the subject of this debt, who has assured us that an investment shall be made to secure the regular payment of the interest for the future.

The interest hitherto received, amounting to 40*s.* per annum, has been paid to a schoolmistress of the parish for teaching six poor children of both sexes to read, and the girls to sew. These children have been of late years appointed by Mr. Ward and his lady, under the sanction of the minister.

Moreton Morrell.

Harbidge's School.

SLADE'S CHARITY.

Moreton Morrell.
Slade's Charity.

It is also recorded on another table in the church, that Mr. Edward Slade gave for the benefit of the poor of the parish the sum of 10*l.*, the interest of which to be distributed annually at Christmas, and that the above sum of 10*l.* was placed in the hands of Thomas Ward, esq., of this parish.

The interest of this money also has been paid down to the death of Mrs. Ward. The future payment will, as we are given to understand by Mr. Ward's executor, be secured by a proper investment.

The interest hitherto received, amounting to 10*s.* per annum, has been distributed among a few of the most aged and needy poor of the parish on St. Thomas's-day, in small sums of money. This distribution has been made of late years by Mrs. Ward.

PARISH OF NEWBOLD PACEY.

SUNDRY DONORS.

Newbold Pacey. The following benefactions are recorded in a tablet in the church of this parish, viz. :
Sundry Donors.

									£.	s.	d.
	By a gentleman unknown	-	-	-	-	-	-	-	10	-	-
	By a gentleman unknown	-	-	-	-	-	-	-	10	-	-
	By Richard Cook	-	-	-	-	-	-	-	10	-	-
1698.	By a lady, desiring to conceal her name	-	-	-	-	-	-	-	5	-	-
1710.	By Thomas Jackson, late of Ashorn, in this parish	-	-	-	-	-	-	-	5	-	-
	By Mrs. Goodwin, of this parish	-	-	-	-	-	-	-	12	-	-
	By Hannah Smith, of this parish	-	-	-	-	-	-	-	5	-	-
	By Mary Jennard, d ^o	-	-	-	-	-	-	-	10	-	-
1824.	By Charles Carter, d ^o	-	-	-	-	-	-	-	10	-	-

These sums, amounting together to 77*l.*, were made up by the advance of 3*l.* by William Little, esq. and the Rev. Joseph Golding, the vicar, to the sum of 80*l.*, which the Rev. Joseph Golding, at the request of the vestry, consented to take charge of for the purpose of security, and gave his promissory note for the amount at 5*l.* per cent interest, which note is deposited with the said Mr. Little, who is lord of the manor. The interest, amounting to 4*l.* a year, is annually distributed at Christmas, in small sums of 1*s.* or 2*s.*, among the poor of the parish.

This distribution is made at the church by the vicar in person, and generally in the presence of the churchwardens, in addition to other monies distributed at that time by the private charity of Mr. Golding, Mr. Little, and others.

PARISH OF PILLERTON HERSEY.

POORS ALLOTMENT.

Pillerton Hersey.
Poors Allotment.

By an Act passed in the 34th year of the reign of his late Majesty King George the Third, for inclosing the common fields of this parish, it was, among other things, enacted, that the commissioners for the execution of that Act should set out and allot to the churchwardens and overseers of the poor of this parish such parcel or quantity of the said lands and grounds as they should think proper (of no greater value than 5*l.*) for the benefit of such industrious poor persons belonging to the parish as should not receive relief from the poor-rates ; and the said allotment should be vested in the churchwardens and overseers of the poor for the time being, for ever, in trust, to let and set the same for any term not exceeding four years at any one time, for the best rent they could reasonably get, and to pay and apply the money arising thereby to or for the use or benefit of such industrious poor persons as aforesaid, and in such manner as the said churchwardens and overseers of the poor for the time being should from time to time think proper.

In pursuance of this enactment, the commissioners awarded to the churchwardens and overseers of the poor of this parish, and their successors in office for the time being, for ever, all that plot, piece, or parcel of ground, parcel of the said open and common fields situate in that part thereof which was commonly called or known by the name of Brier Furlong, containing by statute-measure 8*A.* 1*R.* 22*P.* (exclusive of all roads and ways through and over the same).

This

This allotment is at present held by Richard Eden, as yearly tenant, at the annual rent of 9*l.*, which appears to be the full value. Pillerton Hersey.

This rent is applied in the purchase of coals, which are distributed at Christmas among the poor of the parish by the churchwardens and overseers, under the occasional superintendence of the minister. Poors Allotment,
continued.

PARISH OF PILLERTON PRIORS.

POORS MONEY.

It is stated in the Returns to Parliament in 1786, that there was at that time in the family of the late Thomas Gardner a sum of 30*l.* belonging to the poor of this parish, but from what source was unknown.

Pillerton Priors.

Poors Money.

In the year 1809, William Gardner, a younger son of the late Thomas Gardner, gave a bond to the overseers of the parish for the payment of this money, with interest at five per cent, but after paying two years interest he became embarrassed in his affairs, and has been unable since to make any payment. He will however be entitled to some property upon the death of an aunt now much advanced in years, which will enable him to discharge the principal and interest.

The interest when received appears to have been distributed among the poor in coals, and sometimes in bread.

PARISH OF RATLEY.

POORS LAND.

Upon the inclosure of the common-fields of Radway, about 60 years ago, there was allotted "to the trustees and feoffees for the poor of the parish of Ratley, proprietors of one quarter of a yard-land in the said common-fields, with common thereto belonging, one plot or parcel of land in lieu thereof, lying in Kirswell Quarter, containing by statute-measure 9*A.* 2*R.* 15*P.*"

Ratley.

Poors Land.

Upon the Ratley Inclosure, which took place about 30 years ago, there was allotted "to the vicar, churchwardens, and overseers of the poor of that parish, in trust, for the poor thereof, a plot or parcel of land lying in the common-fields of the said parish, at a place called Grange Leys, containing 1*A.* 2*R.* 28*P.*"

And by the same award there were also set out for public stone and gravel-pits six parcels of land, viz.

1. At Comb Hill, containing 2 roods.
2. At Grange Leys, containing 1*A.* 1*R.* 39*P.*
3. At Radway Wood Furlong, containing 2*R.* 7*P.*
4. At Radway Wood Furlong, containing 16 perches.
5. At Radway Wood Furlong, containing 36 perches.
6. At Old Fields Leys, containing 22 perches.

And the Commissioners directed that the grass and herbage growing and renewing upon the said public stone-pits should belong to and be taken by the vicar, churchwardens, and overseers of the poor of the parish of Ratley, and their successors, to the use of the poor of the said parish.

There are no documents in the parish, or other means of information as to the original acquisition of the land in respect of which the two first allotments were made, or for what particular purposes it was intended.

The allotment in Radway is let to William Hancox, as yearly tenant, at the annual rent of 16*l.* He had it originally at 17*l.*; but that rent being thought too high, it was reduced in 1825 to the present amount.

The allotment in Ratley, together with the stone-pit, No. 2, which joins it, are let to John Smith, as yearly tenant, at the annual rent of 5*l.*, which appears to be the full value.

The herbage of the other five parcels set out for stone-pits does not appear to be very productive. Nos. 3, and 5, are used for gardens by any of the poor who have chosen to cultivate them.

It appears that formerly the income derived from this property was applied in part to the maintenance of a school, and in part in a distribution of fuel to the poor, the larger portion being appropriated to the latter purpose. About twenty years ago the then vicar and churchwardens allotted 15*l.* out of the

Ratley.

Poors Land,
continued.

funds for the maintenance of the school, and that sum has continued to be so applied till last Lady-day, the residue of the rent having been applied in a distribution of bread at Easter, the amount given to each family being in proportion to their numbers. At Easter last the person who had been for some time master of the school was dismissed from that situation, and his place had not been filled up, the parishioners having thought it advisable to defer coming to any determination as to the application of these rents until our inquiry, of which they were in expectation, should have taken place.

As there is no evidence of any fixed or specific destination by any donor of the produce of this property, there seems no objection to the application of it by the minister and parishioners in the manner which they may deem most conducive to the benefit of the poor of the parish, either in schooling or otherwise.

The schoolmaster has usually inhabited the vicarage-house, which is a small dwelling, and which has been given up to him for the purpose, rent-free, and the present vicar is willing to continue that advantage to the future master.

The plan of the school has been to teach the children, consisting both of boys and girls, reading, writing, and arithmetic, as far as the time they might remain in the school would allow. The numbers that have usually attended have been about 60. The school has been open to all the poor children of the parish whose parents chose to send them.

PARISH OF SHOTSWELL.

HARRISON'S CHARITY.

Shotswell.
Harrison's Charity.

The Rev. *William Harrison*, by Will, dated 9th August 1786, gave to John Callow, Richard Bignell, John Rushworth, and the vicar of the parish-church of Shotswell, who should immediately succeed the testator in the vicarage, the sum of 20*l.* upon trust, with all convenient speed after his decease, to invest the same in the public funds, or place it out at interest upon such security as they should think proper, and to pay the dividends and interest from time to time as they should receive the same, unto and amongst all and every the poor people of the parish of Shotswell, for ever; and he directed that when by death, refusal to act, or other means whatsoever, his trustees should be reduced to two or less in number, the survivors should transfer the principal money to four other trustees.

This legacy appears to have been invested in the purchase of 28*l.* 6*s.* 4*d.* three per cent consols, now standing in the names of the Rev. Edward Gibbs Walford, and others. The dividends not being annually applied for, there had accrued an arrearage of about 17*l.* in the year 1820 or 1821, when they were received and distributed among the poor of the parish by the minister, the Rev. Mr. Bailey, and the churchwarden. Two or three years subsequent dividends have been in like manner received and distributed, and there remained two years and a half in arrear at the time of our inquiry in August 1826.

MAIDENS DOLE, AND POORS LOT.

Maidens Dole, and
Poors Lot.

There was formerly a piece of grass-land in the common fields of Shotswell, which was mown, and the hay made therefrom sold, and the produce given away in bread to all the inhabitants of the parish. It is not known from what source this parcel of land was derived. It was called by the name of the Maidens Dole; and upon the inclosure of the common-lands in the parish, in the year 1794, an allotment of 1*A.* 1*R.* 7*P.* was awarded in respect of it to the then vicar, churchwardens, and overseers of the poor of the parish of Shotteswell, and to their respective successors, for ever, "for the use and benefit of the person and persons entitled to a certain plot of ground called the Maidens Dole, and in compensation of the same."

A further allotment of 3*R.* 13*P.* was at the same time awarded to the then lord of the manor, vicar, churchwardens, and overseers of the poor of Shotteswell, and to their respective successors for the time being, for ever, for the use of the poor inhabitants of the said parish of Shotteswell for the time being, for and in lieu of and compensation for the rights of the poor inhabitants of the parish of Shotteswell of cutting furze and bushes on a small part of

a certain

a certain common, part of the open and common field-land by the said inclosure act directed to be divided and inclosed, called the Upper Side Common, exclusive of all roads and ways passing through and over the same, bounded on the north by the allotment therein awarded in lieu of land called the Maidens Dole, and on the east by the fifth public carriage and drift-road therein described.

These allotments being contiguous to each other have been inclosed together, so as to make one field of 2A. 0R. 20P. This field is now let to Thomas Sharman, at the yearly rent of 11*l.* 15*s.* The letting was by public tender, and separate rents were reserved, viz. 7*l.* 1*s.* for the Maidens Dole, and 4*l.* 14*s.* for the Poors Lot. The previous rent had been 4*l.* 4*s.*, of which 2*l.* 12*s.* 6*d.* was paid for the Maidens Dole, and 1*l.* 11*s.* 6*d.* for the Poors Lot.

The portion of rent applicable to the Maidens Dole is paid to a baker of the parish, who supplies the amount in loaves, which are taken to the church on Good-Friday, and there delivered out, one to each inhabitant of the parish. Some of the loaves are made double the size of the others, in order to be given to two of the same family.

The portion of rent applicable to the Poors Lot is distributed by the minister of the parish at his discretion. The distribution has usually been in money, but last year it was given, with some further contributions from the parish, in linen or flannel for clothing. All the poor of the parish partake of this distribution.

Shotswell.

Maidens Dole and
Poors Lot,
continued.

PARISH OF LOWER SHUCKBOROUGH.

SMITH'S CHARITY.

This charity, the particulars of which will be found more fully stated in our account of the charities of Stockton, consists of 4*s.* worth of bread, which is annually supplied at Easter, out of the rents of an estate now the property of Major Harvey Smith, to the churchwardens of this parish, in three-penny loaves, and distributed by them at the church among the poor of the parish.

Lower Shuck-
borough.

Smith's Charity.

PARISH OF STRETTON-ON-THE-FOSSE.

POORS LAND.

By Deed, dated 16th October, 16 James I., reciting that Thomas Fowler, the elder, of Stretton-upon-the-Fosse, in the county of Warwick, and John Gibbs, the elder, of Stretton aforesaid, together with one Richard Bate, then late of Stretton aforesaid, stood seised of one messuage or tenement, and half one yard-land, with their appurtenances, situate in Stretton, in trust, for the tenants and inhabitants of Stretton, to such good and charitable use and uses as the said tenants and inhabitants should from time to time think convenient, they the said Thomas and John granted and enfeoffed to William Brent, and four others, (of whom Robert Gibbs was one,) the said messuage, tenement, and half yard-land, and all houses, edifices, gardens, lands, and hereditaments, to the same belonging, to hold the same to the grantees, their heirs and assigns, to the use, intents and purposes before expressed.

By Indenture, dated 23d May 1754, Robert Gibbs, of Upper Quinton, in the county of Gloucester, great-grandson and heir at law of Robert Gibbs, surviving trustee in the before-abstracted deed mentioned, of the first part, John George, and 11 others, landholders, tenants, and inhabitants of Stretton-upon-Fosse, of the second part, and John Edden, William Evans, and Thomas Widdows, all of Stretton-upon-the-Fosse aforesaid, of the third part, after reciting the former deed, and that all the trustees therein mentioned were dead, and that Robert Gibbs had survived the rest; and further reciting, that at a vestry then lately held in the parish-church of Stretton-upon-the-Fosse, for the purpose of choosing new trustees of the said land, it was agreed, with the consent of all the landholders, tenants, and inhabitants of Stretton-upon-the-Fosse, viz. the said parties of the second and third part, that the said premises should be assigned to the said John Edden, William Evans, and Thomas Widdows, by the said Robert Gibbs, party thereto, upon the trusts in the former deed

Stretton-on-the-
Fosse.

Poors Land.

Stretton-on-the
Fosse.

Poors Land,
continued.

mentioned; It was witnessed, that the said Robert Gibbs conveyed the said premises accordingly to the said John Edden, William Evans, and Thomas Widdows, their heirs and assigns, upon the said trusts.

It does not appear that there has been any subsequent trust-deed; the charity has been for some time past managed by the minister, and one or two of the parishioners.

The land derived under these deeds consists of about 14 acres, and is now held by John Sandalls, at the yearly rent of 14*l.*, which appears to be its full value; it was let to him for a short term, which expires at Michaelmas next.

The amount of the rent is brought to the parish in coals, by the tenant, at two different times in the year, in the winter, viz., a little before Christmas, and in February or March; these coals are distributed by the persons acting as trustees, among the poor parishioners, in quantities proportioned to their families; some of them have as much as two cwt. at each distribution; if the cost of the coals does not exhaust the whole of the 14*l.* the remainder is given away in articles of clothing.

PARISH OF BISHOPS TACHBROOK.

SCHOOL.

Bishops Tach-
brook.

School.

By Indenture of Bargain and Sale enrolled, dated 2d February 1771, between John Coles, of Warwick, clerk, Thomas Aston the elder, John Alder, and John Russell, all of Tachbrook, of the first part, Sir William Bagot, of Tachbrook, bart., of the second part, and Francis earl of Warwick, Samuel Savage, esq., William Huddesford, clerk, vicar of Tachbrook, Thomas Thompson, of Milverton, Ann Savage, of Warwick, widow, Thomas Aston, the younger, John Aston, George Summers and Joseph Smith, all of Tachbrook, of the third part; reciting that the said earl of Warwick, and all the other parties to the said indenture (except the said John Coles) did some time since raise a considerable sum of money, which they mutually agreed should be laid out in the purchase of a freehold estate, to be settled to the uses and upon the trusts thereafter mentioned; and further reciting, that by indenture of lease and release, dated 8th and 9th April 1766, all those four closes of arable-land or pasture, joining together and called the Gorstey Closes, containing together by estimation 18½ acres, lying in the parish of Sutton Coldfield, in the county of Warwick, abutting towards the north, on a common meadow, called Broad Meadow, were conveyed to the use of the said John Coles, Thomas Aston the elder, John Alder, and John Russell, their heirs and assigns, and that the consideration money paid for the purchase of the said premises was advanced out of the money so raised and contributed as aforesaid; and further reciting, that the said Sir William Bagot was minded to give, grant, and convey all that parcel of land in Tachbrook whereon the messuage or tenement, then in the occupation of William Baylis, and a school thereunto adjoining, and other outbuildings, were then lately erected, and also the said messuage, school and buildings, and a little garden adjoining thereto, containing in the whole 22 perches, or thereabouts, and which said messuage, school and buildings were erected and paid for out of other part of the said money so raised and contributed as aforesaid, to the uses, and upon the trusts thereafter expressed; and further reciting, that it had been agreed between the said Sir William Bagot, and all the said parties to that indenture, that the said messuage, school-room, and other out-buildings and garden, and also the other lands and tenements before mentioned, should be conveyed to the use of all the parties to the said indenture, (except the said John Coles), upon trust, that the said trustees should for ever thereafter permit the said messuage, school-room and garden, with their appurtenances, to be from time to time held, occupied and enjoyed by some fit and proper person, to be appointed by the trustees for the time being, or the major part of them, to teach and instruct in reading, writing and arithmetic, during their free will and pleasure, such children of the inhabitants, parishioners and other persons residing within the said parish of Tachbrook, as the said trustees, or the major part of them, should direct or appoint, without taking any gratuity, recompense or sum of money from the children or their parents, for such instruction, and

under

under and subject to such rules, orders and regulations, as should from time to time be agreed upon, and reduced into writing, by the trustees, or the major part of them, and at such rent or rents, and for such time, as to the said trustees, or the major part, should seem meet; [and upon further trust, that the said trustees and their successors should apply the rents and profits of the premises, in the first place, in repairing and keeping in repair the said messuage and school-room, and in paying such other incidental expenses relating to the demising and managing the said premises, as by the said trustees should be thought necessary; and that the residue of the rents and profits should be paid and applied by them to such person as should from time to time be so appointed to teach and instruct such children, and at such time and times, and in such manner, as to the said trustees and their successors, or the major part, should seem meet;] It was witnessed, that in order to carry into execution the said good purposes, the said parties of the first and second parts, according to their several estates and interests in the said premises, thereby granted, bargained and sold to the said parties of the third part, and their heirs, all those the aforesaid several closes of arable and pasture-land in Sutton Coldfield above described, and also all that small piece of land in Tachbrook, with the messuage, school and buildings thereon erected, and the little garden as above also described; to hold to the use of all the parties thereto (except the said John Coles,) their heirs and assigns, upon the trusts stated in the said recited agreement, with the following variation in the part included in brackets, [Upon further trust, to pay and apply the rents and profits as follows, viz., in the first place] to employ so much thereof as should be thought proper in repairing the messuage, school-room and buildings, and in defraying such other expenses as should be incident to the filling up the said trust, and in demising, managing and taking care of all and singular the premises in such manner as the trustees, or the major part, should think proper, and to pay and apply the residue thereof to and for the benefit of such person as should from time to time be appointed to teach and instruct such children, at such time and times and in such manner as to the said trustees, or the major part, should seem meet]: And it was thereby agreed that the trustees for the time being, or so many of them as should be minded, should assemble yearly on the Tuesday in Easter week, at the parish-church of Tachbrook, or at the school-house, or such other place as to them should seem proper, in order to settle, continue and alter the rules for teaching and instructing the children of such school, and for determining what children, and of what persons, should attend at such school for instruction; and to examine into the conduct of the master of the school, and either to continue or remove him at their free will and pleasure; and it was likewise declared that it should be lawful for the trustees, either on the removal, or death, or resignation of any master, at such annual meeting, or any other meeting of the trustees, at the places aforesaid, or any other place in the parish of Tachbrook, to elect and appoint some other fit person to be master of the said school during the free will and pleasure of the said trustees: Provided further, that when it should happen that the number of trustees should be reduced to three, or when and so often as the vicar of the said parish should be changed, and another presented and inducted, then the surviving trustees should convey the said premises to the use of such surviving trustees and new-presented vicar, and such other person of the parish of Tachbrook aforesaid, not exceeding in the whole the number of nine, as the surviving trustees, or the major part of them, should nominate and appoint, upon the trusts thereinbefore declared, it being the intent of the parties that the vicar of Tachbrook for the time being should always be one of the said trustees.

By a subsequent trust-deed, dated 5th December 1801, John Alder, John Aston, and Thomas Aston, surviving trustees, conveyed the premises to the use of themselves, and of George Earl of Warwick, Henry Richard Greville Lord Brook, Walter Landor, of Warwick, M. D., George Gregory Wade, of Warwick, esq., John Vancouver, of Tachbrook House, esq., Samuel Seaman, William Alder, George Summers, all of the parish of Tachbrook, and John Ratcliffe, of Sutton Coldfield, clerk, vicar of Tachbrook, their heirs and assigns, upon the trusts before mentioned.

The land at Sutton Coldfield, containing about 18 acres, is held by Mr. Wakefield, as tenant from year to year, at the annnal rent of 35*l*.

Bishops Tach-
brook.School,
continued.

About four years ago his rent was raised to 37*l.*, but was reduced again in two years; 1*l.* is deducted for land-tax. The present rent appears to be the fair value of the land.

There is also belonging to the trustees the sum of 100*l.*, supposed to have been the gift of Mr. Thomas Thompson, one of the original trustees, recorded among the other benefactions for the establishment of the school upon a tablet in the church, under the date of 1765.

This sum was placed in the hands of the late Earl of Warwick, on the security of his bond, at five per cent interest, which is regularly received from the steward of the present earl by Mr. William Alder, one of the trustees, in whose possession the bond is deposited.

The rent of the land, 34*l.*, and 5*l.* the annual interest of the 100*l.* above mentioned, are paid to the schoolmaster who inhabits the school-house rent-free. The school has for the last 10 years been conducted as a national school, at which all the children of the resident poor, whose parents choose to send them, attend. There are now about 100 attending, both boys and girls; the master's wife assists in teaching the latter. The school-room is insufficient in size to accommodate all these scholars, and the lower apartment of the house is used for that purpose in addition. The house is stated to be in want of repair.

In 1820 some timber was felled upon the land in Sutton Coldfield, which produced 78*l.* This was received by the late Mr. Wade, of Warwick, who for some years preceding his death (which took place very lately,) had been the acting trustee of this charity, and was applied by him in repairs, and some other necessary disbursements about the school-premises. We have been furnished by his executor with a statement of his accounts, from which it appears that there remained in his hands a balance of 19*s.* 3*d.*, but there is one item of expenditure for a pump, the amount of which is not filled up, and which might, perhaps, cover this balance.

Of the trustees named in the last trust-deed four still survive, viz. the present Earl of Warwick, John Vancouver, esq., Samuel Seaman, and William Alder; but as none of them reside in the parish, and another vicar has been presented since the execution of that deed, it seems to us desirable that a fresh appointment of trustees should take place.

THOMPSON'S CHARITY.

Thompson's
Charity.

It is recorded on a Tablet in the Church that Mr. *Thomas Thompson*, of Milverton, gave in his life-time, in the year 1784, 100*l.* into the hands of trustees, and ordered two thirds of the produce of his gift to be distributed annually among the poor of Tachbrook, and the other one-third among the poor of the parish of Milverton.

This sum was placed in the hands of the late Earl of Warwick, at interest, at five per cent. on the security of his bond. The interest being 5*l.* a year is received from the steward of the present Earl, by Mr. Alder, who pays over two thirds, being 3*l.* 6*s.* 8*d.* to the churchwardens of Tachbrook, and the other one-third, being 1*l.* 13*s.* 4*d.* to the churchwardens of Milverton.

The portion belonging to Tachbrook is applied to the purchase of bread in sixpenny loaves, which are given away on Good-Friday, at the school, to the poor parishioners; each poor family receives a loaf, and if any remain, they are given to such families as consist of the largest number, or to poor widows.

PARISH OF WARMINGTON.

GARDNER'S CHARITY.

Warmington.
Gardner's Charity.

Robert Gardner, by Will, proved at Coventry, the 30th April 1727, gave, after the death of his kinswoman Alice Buckby, to her son Anthony Buckby, his four lands and fuel-ground, upon condition that he should pay yearly, for ever, the value of 2*s.* in bread, in twopenny loaves, at the church of Warmington, on Christmas-day, to be given to 12 poor people of the same parish, by the minister, churchwardens, and overseers of the poor. He also gave to his kinswoman, Ann Smith, Draper's quartern-land, and directed that she should pay yearly, for ever, out of the said quartern-land, the value of 2*s.* in bread, in twopenny loaves, to be given to 12 poor people of the parish of Warmington,

on Easter-Sunday, by the minister, churchwardens, and overseers of the poor. He also gave to his kinswoman, Mary Hancock, his above-hill close, upon condition that she and her heirs should yearly, for ever, on Whit-Sunday, pay the value of 2s. in bread, in twopenny loaves, at the church of Warmington, to be given to 12 people of the same parish by the minister, churchwardens, and overseers of the poor.

Warmington.
Gardner's Charity,
continued.

These several annuities are now respectively paid, one by Richard Curtis, in respect of land in his occupation, the property of William Holbech, esquire, another by John Graves, in respect of land occupied by him, the property of Mr. Bruerton, of Steeple Aston, and the third by Thomas Robinson, in respect of land occupied by him, the property of Mr. Braggins, of Tysoe, severally situate in the parish of Warmington.

These annuities are distributed according to the directions of the will.

PARISH OF WHICHFORD.

CHARITIES OF THE REV. MR. WATKINS, AND OTHERS.

In the Returns under Gilbert's Act, 26th Geo. III, the following charities are recorded, as belonging to the poor of Whichford;

Whichford.
Charities of
the Rev. Mr.
Watkins, & others.

	£.	s.	d.
Unknown Donor	10	-	-
Rev. Mr. Watkins, 1708	10	-	-
John Timms, 1711	5	-	-
Rev. Mr. Ingram, 1752	10	-	-
John Timms, 1764	10	-	-
The parish, 1771	5	-	-
	£.	50	-

Which the Returns further state were in land and houses, yielding an annual income of 2l. 10s.

There is no other evidence of the above gifts except an ancient Benefaction-table, which has been lately discovered, and in which the three first of these only are noticed.

It is stated by an old parishioner that about 55 years ago a house and a piece of land were purchased with 50l., upon which land other houses were built, and which, with the one purchased, have been made use of for the residence of parish-poor, and that the annual sum of 2l. 10s. was paid by the overseers to the churchwardens, by whom it was distributed under the superintendence of the minister, among the poor at Easter. This payment and distribution continued till about 25 years ago, since which they have ceased.

It does not appear from any document in the possession of the parish that there was any security given for the permanent continuance of this payment, or are the purchase-deeds of the house and lands now found.

The houses still continue to be occupied by poor persons, placed there by the parish-officers. They constitute in the whole seven tenements, which are estimated at the annual value of about 1l. each. The poor persons occupy them rent-free, and receive for the most part parish-relief.

HAMLET OF STOURTON.

WATKINS'S CHARITY.

It appears from the old Benefaction-table found in the church at Whichford, that the Rev. Mr. Watkins, in 1708, gave by Will 10l. for the use and benefit of the poor of Stourton, the interest thereof to be distributed yearly to 10 of the poorer families on Easter-Monday, by the churchwardens of Stourton, with the approbation and consent of his successor for the time being.

Stourton.
Watkins's Charity.

It appears from Gilbert's Returns that this money was in the hands of one John Marshall, which statement is confirmed by the reputation of the parish, with the further addition that Marshall afterwards became insolvent, and that the money was thereby lost.

PARISH OF WHITCHURCH.

CHARITIES OF JOHN AYSHCOMBE AND ANN AYSHCOMBE.

Whitchurch.
Charities of
John Ayshcombe,
&c.

John Ayshcombe, late of the borough of Warwick, by his Will, bearing date the 16th January 1810, gave to the rector and churchwardens of the parish of Whitchurch for the time being, and to their successors, for ever, the sum of 100*l.* clear of all taxes and deductions whatsoever, to be paid to them within one month after the decease of his sister *Ann Ayshcombe*, upon trust, to place the same out at interest on government security, and apply the dividends and annual produce thereof on new Christmas-day in each year, in the purchase of bread, to be distributed amongst such of the poor inhabitants (being parishioners of Whitchurch) as the rector and churchwardens for the time being should, in their discretion, think most deserving, and in such proportion as they should think proper.

Ann Ayshcombe, late of the borough of Warwick, spinster, (sister to the above-named *John Ayshcombe*,) by her Will, dated the 27th December 1816, gave to the rector and churchwarden of the parish of Whitchurch, and their successors, for ever, the sum of 100*l.* clear of all taxes and deductions whatsoever, to be paid within six calendar months of her decease, upon trust, to place out the same at interest on government security, and lay out the dividends and proceeds thereof annually in clothing, to be distributed on new Christmas-day amongst the poor widows and widowers resident parishioners of Whitchurch aforesaid, at the discretion of the rector and churchwardens of the same parish for the time being; and that a tablet or memorial of that her bequest should be put up in the parish-church.

After the death of *Mrs. Ayshcombe*, which took place in December 1816, these legacies were paid, and invested in the four per cent stock. In the year 1824 the four per cent stock was paid off, and produced 209*l.* 4*s.* 8*d.* which was re-invested in three per cent reduced annuities, and purchased 219*l.* 13*s.* 4*d.* stock, in the name of the *Rev. Thomas Blyth*, the rector of Whitchurch.

The annual dividend amounts to 6*l.* 11*s.* 8*d.* one half of which is applied to the purchase of bread, which is given away in 1*s.* and 6*d.* loaves, together with a further supply from the private bounty of *Mr. Blyth*, to all the labouring poor belonging to the parish of Whitchurch, proportioning the quantity given to the number in each family. At the last distribution the largest quantity given, where there were five children, was three 1*s.* and two 6*d.* loaves.

The other half is apportioned in equal sums among the widows and widowers who are resident parishioners, and the amount is supplied to them in such articles of clothing as they prefer. If the article which they request costs more than their share of the money, they pay the overplus themselves.

PARISH OF WOOLFORD.

INGRAM'S CHARITY.

Woolford.
Ingram's Charity.

By Indenture of Bargain and Sale enrolled, dated the 30th May 1750, between *John Ingram*, of Little Woolford, in the parish of Great Woolford, in the county of Warwick, clerk, eldest brother and heir-at-law of *Hastings Ingram*, late of Little Woolford, esquire, deceased, of the one part, and *Henry Barton*, clerk, vicar of Great Woolford, and *John Rose* and *William Hall*, overseers of the poor of the parish of Great Woolford, of the other part; reciting that the said *Hastings Ingram*, by Will, dated 5th August 1746, gave to the then vicar and overseers of Woolford, and their successors for ever, an annuity or yearly rentcharge of 40*s.*, clear of all deductions, for the use and benefit of the poor inhabitants of the hamlet or township of Little Woolford aforesaid, and also an annuity or yearly rentcharge of 10*s.*, clear of all deductions, for the use and benefit of the poor inhabitants of the town or village of Great Woolford aforesaid, each annuity to be distributed by the owner and owners of his mansion or manor-house, manor, and estate of Little Woolford aforesaid for the time being on the 21st December yearly, in such manner and proportions, and to such objects as he, she, or they should think fit, both which annuities the testator thereby directed should be issuing and payable out of all that half yard-land of

arable, meadow, and pasture-ground lying within the town-fields, liberties, and precincts of Little Woolford aforesaid, which he some time since purchased from one Edward Burrage, which said half yard-land charged with the said annuities he thereby gave to his brother the said John Ingram, and his heirs, for ever; and it was therein mentioned that it was the testator's express request and direction that his said brother should by proper deed or deeds ratify and confirm the aforesaid devises of the said annuities; It was witnessed, that the said John Ingram, in confirmation of the said recited will, did give, grant, ratify, and confirm to the said Henry Barton, and John Rose and William Hall, and their successors, for ever, the said several annuities or rentcharges of 40s. and 10s., clear of all deductions, so given and devised by the said recited will for the use and benefit of the poor inhabitants of Great Woolford and Little Woolford aforesaid respectively, to be issuing out of and charged upon the aforesaid half yard-land lying within the town-fields, liberties, and precincts of Little Woolford aforesaid, to hold the same to the said Henry Barton, John Rose, and William Hall, and their respective successors, for ever, upon the several trusts, and to be applied and distributed by the persons mentioned and intended in and by the said recited will, according to the true intent and meaning of the said testator.

Woolford.

Ingram's Charity,
continued.

The property formerly belonging to the Rev. John Ingram in Little Woolford now belongs to Mrs. Barbara Ingram, who resides at Thenford, near Banbury, the manor-house belonging to the Ingram estate being too old and dilapidated for her to inhabit. There is a field within the estate which is called Burrage's Close, but it is not known, otherwise than may be conjectured from the name, whether this is the specific land charged with the payment of these annuities.

The 10s. given to the poor of Great Woolford is given away by Mrs. Ingram's steward, who occupies the manor-house, and of late has been distributed to poor widows. To the poor of Little Woolford a considerable sum of money, much exceeding in amount the rent-charge of 40s., is by Mrs. Ingram's directions annually applied in a distribution of beef at Christmas; in bread, given away weekly during the three first months of the year; and in paying for the schooling of poor children.

HUNDRED OF KNIGHTLOW.

PARISH OF BOURTON AND DRAYCOTT.

SMITH'S CHARITY.

There is received annually at Easter, in respect of this charity, the particulars of which will be found in our account of the charities of Stockton, 4s. worth of bread in threepenny and sixpenny loaves, which are given away by the rector in the church to the poor of the parish attending.

Bourton and
Draycott.

Smith's Charity.

GRANT'S CHARITY.

Richard Grant, by Will, dated 15th May 1793, gave to William Bagshaw and William Townsend, their heirs, executors, administrators, and assigns, his messuage or tenement, buildings, homestead, and premises, with the appurtenances, in Bourton-upon-Dunsmoor, and all other his real estate, and all his monies and securities for money, stock in trade, household goods and other goods, and personal estate whatsoever, on trust, to apply the rent and produce of his said real and personal estate towards the maintenance and support of his daughter during her life, if she so long continued sole, and unmarried; and immediately after her decease or marriage, on further trust, to pay the yearly rents and produce of the said real and personal estate to the receiver of the parish-church of Bourton, and to the churchwardens and overseers of the poor of the said parish, and their successors, for ever, on trust, for teaching and educating all the poor people of the parish of Bourton-upon-Dunsmoor, in such manner as the said receiver, churchwardens, and overseers of the poor, and their successors, should in their discretion think meet; and in case the said rents and produce of his said real and personal estate should not in the judgment of his said trustees be sufficient for the maintenance and support of his said daughter as aforesaid, he empowered the said trustees, by sale or mortgage of any part of his real and personal estate, to raise any sum of money for her better maintenance and support as aforesaid.

Grant's Charity.

Bourton and
Draycott.

Grant's Charity,
continued.

It appears that the testator died in 1796, and that soon after his death, viz. in March 1798, the house and land in Bourton mentioned in his will, being the only real property of which he died possessed, were sold for an annuity of 16*l.* for the life of his daughter Jane Grant. Besides this annuity, certain sums were from time to time advanced for her use from the personal estate, of which an account has been produced to us from the papers of the late Mr. William Bagshaw, upon whom, as surviving executor, the settlement of the testator's affairs had devolved. From this account it appears that on 29th July 1797 there was a balance remaining in his hands of 27*l.* 13*s.* 6*d.*, against which several subsequent payments are set as having been made for the use of the daughter down to 23d July 1810, amounting together to the sum of 9*l.* 7*s.* 6*d.*, so as to leave a balance of 18*l.* 6*s.* In this account no credit is given for the interest upon the money remaining in the hands of the executor, which, however, the personal representative of the executor has expressed himself ready to allow down to the year 1818, when, upon the death of Jane Grant, he offered to pay over the money in his hands to the minister and churchwardens for the use of the charity. This allowance of interest, calculated at 5 per cent, would amount to 23*l.* 18*s.*, making, with the principal, 42*l.* 4*s.*; but 5*l.* per cent being a high rate of interest, it is proposed to pay 40*l.*, which we think, under the circumstances, may be reasonably accepted in full satisfaction of principal and interest.

It appears that soon after the death of Jane Grant the payment of the money in the hands of the executor and trustee was offered to the Rev. Mr. Venour, then rector of Bourton, but that not being accompanied with an inventory of the effects, or an account of the application of them, he declined receiving it, under an apprehension that he might compromise the rights of the charity.

It is intended to invest the 40*l.* which is about to be paid, in some sufficient security, and to apply the interest to the purposes of education in such mode as shall be found most beneficial to the parish.

POORS ALLOTMENT FOR FUEL.

Poors Allotment
for Fuel.

In the commissioners award under the Act for inclosing the open and common-fields, heath, and waste grounds, and commonable places in the lordship and liberties of Draycott, in the parish of Bourton, in the county of Warwick, dated 3d February 1767, an allotment was set out to Sir Theophilus Biddulph, and his heirs, John Shuckburgh, esq. and his heirs, and the Rev. William Huddesford, and his successors, rectors of Bourton, for the use of the poor of the said parish of Bourton, of one plot of land, containing 10 acres, being part of the heath called Bourton Heath, bounded as therein mentioned.

This allotment is understood to have been awarded in lieu of the right of the poor to cut furze. Two cottages have been built upon it, which are let for 10*s.* 6*d.* a year each. The remainder of the land is held by the Rev. John Venour, the rector, as yearly tenant, at the rent of 12*l.*, which rent, together with whatever remains of the rents of the cottages, after paying for their repairs, is applied in the purchase of coals, which are distributed to the poor at Christmas, each poor family in Bourton and Draycott receiving about 5 cwt.

CHURCH ALLOTMENT.

Church Allotment.

The commissioners award also sets forth an allotment to the churchwardens of the parish of Bourton of a parcel of land, parcel of Bourton Heath, containing 5*A.* 1*R.* 29*P.*, exclusive of the road through the same, in trust, that the rents and profits of the same should be applied to the same uses as the rents and profits of the ground for which the same land was awarded had of ancient times been applied to.

This allotment is held by William Jacob, the parish-clerk, as yearly tenant, at the annual rent of 5*l.* This rent is less than it is supposed the land would be worth if the two fields of which it consists were laid down in grass, and let separately.

The rent is carried to the churchwardens account, and is applied towards the repairs of the church, being the application which appears to have been made of the rents of the land in lieu whereof these allotments were awarded.

PARISH OF GRANDBOROUGH.

DONOR UNKNOWN.

Upon a Benefaction-table in the church at Grandborough is mentioned a sum of "3*l.*, charged annually on Mr. Burke's estate of Woolscott, to be distributed at Christmas and Easter."

The origin of this benefaction is not known, but the annuity of 3*l.* is regularly received by the churchwarden from Mr. Robert Payne, or Mr. Edmund Masters, of Long Itchington, trustees for Mrs. Atkins, of Grandborough, and is paid in respect of a piece of pasture-ground at Woolscott, in the parish of Grandborough, called Levell's Close, which was purchased by the late Mr. Atkins in 1814, subject to this payment, as appears from the particulars of sale produced.

This is given away by the churchwardens at Easter to the industrious poor, who receive no relief from the parish, each family receiving at the rate of about 5*d.* a head.

CHARITIES OF JOHN GOODE, AND JOANNA GOODE, AND OTHERS UNKNOWN.

The Benefaction-table also states that *John Goode* gave to the poor 5*l.*, the use to be given at Easter; and that *Joanna Goode*, daughter of the said John Goode and Alice Goode, gave to the poor 10*l.*, the use to be given at Easter for ever.

It appears from the Returns under Gilbert's Act that there was in the hands of the parish-officers at the time of making the returns a sum of 43*l.* 10*s.* given to the poor by some unknown donor, rendering an annual interest of 2*l.* 3*s.* 6*d.*

This sum, together with the donations of John and Joanna Goode, and a small addition from the parish-funds, making up the sum of 60*l.*, was placed at interest in the hands of William Bromfield, esq. of Causton, in the parish of Dunchurch. Mr. Bromfield paid it up in 1822, and it was lent to the parish of Leamington Hastings, to be applied to the building of a house of industry there, upon the security of a note of hand given by Thomas Congreve and William Goode, churchwardens, and Henry Hands and John Lickorish, overseers of the poor. The interest at 5 per cent, being 3*l.* a year, is regularly paid, and is given away at Christmas in the like manner as the rentcharge of 3*l.* abovementioned.

SMITH'S CHARITY.

In respect of this charity, the particulars of which will be found in our account of the charities of Stockton, four shillings-worth of bread in twopenny loaves is sent to the church at Grandborough on Easter Sunday, by order of Major Harvey Smith, the owner of the estate charged, and is distributed by the churchwardens, together with a further supply of twopenny loaves paid for by the parish, one to each poor family in the parish, who attend at the church to receive it.

PARISH OF HARBURY (or HARBERBURY.)

WAGSTAFFE'S SCHOOL,

In the parish-register of Harbury is an entry, purporting to be an abstract of a "Bargain and Sale of the school-houses at Harbury, and a grant of two annuities to be issuing yearly out of a moiety in the rectory and tithes of Harbury, from John Baber, esq., to Richard Jago, clerk, and others, enrolled in the Court of Chancery June 28th, 1759;" (the original of which is stated to be in the parish-chest,) whereby it was recited, that *Thomas Wagstaffe*, of Warwick, contracted with John Cookes, of Harbury, in the year 1610, for a plot of ground on the north side of the church-yard there, whereon to erect a school-house; that the said piece of ground was conveyed in due form of law to the said Thomas Wagstaffe on the 11th April 1611, and that he placed a schoolmaster there for teaching children of the inhabitants of Harbury, being boys, in reading, writing, &c., paid him 20*l.* per annum, kept the building in repair, and died without endowing the same: That in a cause depending in Chancery, between Thomas Wagstaffe, grandson to the founder, and John Butler, then schoolmaster, the Court being satisfied as to the premises, and that Thomas Wagstaffe, the grandson, was willing to continue the said salary,

Harbury.
 Wagstaffe's School,
continued.

by order of 6th February 1637 directed that lands of better value than 20*l.* per annum should be settled for the perpetual payment of the said salary and repairs: That the said Thomas Wagstaffe, the grandson, in obedience to this order, did settle 20*l.* per annum out of a moiety of the tithes of Harbury for the said use, which settlement, as was apprehended, was sometime casually destroyed by fire: That the salary was from that time regularly paid by the owners of the said moiety of the said tithes, and the school-house kept in repair by them till the year 1738, when the then owner, Elizabeth Oughton, discontinued the said salary: That an information was exhibited in the Court of Chancery in Hilary Term 1755, by Richard Jago, and others, against John Baber, esquire, devisee and heir of the said Elizabeth Oughton, and that an agreement was afterwards come to by the parties of that suit, in pursuance of which, by an order of the said Court, dated the 4th June 1759, it was ordered that the charity should be established for ever, for teaching and educating boys, children of the inhabitants, parishioners of Harbury, having first learned their letters, in reading, writing, and accounts, and for instructing them in the principles of the christian religion according to the catechism and doctrine of the Church of England, as by law established, agreeably to the customary usage of the said school, and the pious intent of the said Thomas Wagstaffe, the founder; and that the said John Baber should convey the said school-house to Richard Jago, and 11 others therein mentioned, and their heirs, in trust, to be used as a school-house; and further, that the said John Baber should secure to the said trustees the payment of one annuity of 20*l.* out of a moiety of the tithes of Harbury, for the use of the schoolmaster, by half-yearly payments, at Lady-day and Michaelmas, for ever, clear of all deductions: And it was further ordered, that if the schoolmaster should neglect the care of the said boys, or misbehave himself, the major part of the trustees should be at liberty to remove him, paying him to the day of such removal, notice in writing of such removal, signed by the said trustees, to be left at the usual place of abode of the owner of the said moiety of the tithes of Harbury; and in case he should neglect to put in another master for the space of six weeks, the said trustees should appoint him; and in case of vacancy by death or otherwise, that the said owners should fill up the place within six weeks after notice thereof, or the trustees should appoint; the trustees to pay such master resigning, or executors of one dying, the proportion of salary to the time of such death or resignation: The trustees, when reduced to six to fill up their number twelve: Notice of choice of new trustees removal, or choice of master, to be given in the church one month before. Another yearly sum of 20*s.* to be paid half yearly out of the said moiety to the said trustees for repairing the said school and school-house: All money becoming due during any vacancy of the school to be applied by the trustees towards repairs, or other costs of the trust.

The abstract goes on to state, that in pursuance of the said order John Baber, by the said indenture, granted the said school-house, and the said two annuities of 20*l.* and 20*s.* to the said trustees, for the purposes above mentioned, which said annuities are directed to be paid to the trustees in the chancel of the parish-church of Harbury, by half-yearly payments, at Lady-day and Michaelmas-day for ever.

We have not been able to ascertain whether any formal renewals of these trusts have since taken place; we are given however to understand that some instrument in the nature of an appointment of new trustees was executed many years ago, under which the present acting trustees derive their authority.

The annuities of 20*l.* and 20*s.* are now paid by John Heath, esq., of Harbury, the owner of the moiety of the tithes of that parish charged with these payments. The 20*l.* is paid to a schoolmaster, who is appointed by Mr. Heath, and resides in the school-house originally provided for the purpose by the founder. The house contains a good school-room, and a convenient dwelling for the master, and is at present in good condition. The annuity of 20*s.* given for repairs is paid by Mr. Heath to the trustees, by whom it is applied to the repairs of the school-house; additional funds having occasionally been raised by subscription for that purpose.

The master receives all the children of resident parishioners, who apply for the benefit of this charity, and who are qualified by having first learned their letters,

letters, and instructs them in reading, writing and arithmetic, and in the Church-catechism.

The present master is very old, but he is represented as an able man and still competent to the office.

Harbury.

Wagstaffe's School,
continued.

JORGE'S CHARITY.

The earliest trust-deed relating to this charity now in the possession of the trustees, is an Indenture, dated the 20th May 1736, between Thomas Man, of Harbury, in the county of Warwick, and John Watts, of the same place, surviving feoffees of the lands and tenements thereafter granted, of the one part, and the Rev. William Chandler, clerk, vicar of Harbury, and 10 others, all of Harbury, of the other part; whereby, after reciting that the said Thomas Man and John Watts were lawfully seised of and in one messuage or tenement, one close of pasture-ground to the same adjoining and belonging, four lands and a half of one yard-land of arable, meadow, and pasture-ground, situate in Harbury aforesaid, theretofore given by one *John Jorge* for the relief and maintenance of the poor, and the upholding, maintaining and repairing of the church of Harbury aforesaid, or for either of the said uses; and also of and in one cottage-house and divers other lands, meadows, leys, balks and ways thereafter particularly mentioned, which had been immemorially employed and used to and for the like uses and purposes thereinbefore specified, or either of them; It was witnessed, that the said Thomas Man and John Watts granted, enfeoffed and confirmed to the parties of the second part, their heirs and assigns, a messuage or tenement, with the close thereto adjoining, and four lands, and half a yard-land of arable, meadow, and pasture, situate in Harbury aforesaid, which four lands, and half a yard-land, were set forth in a schedule thereto annexed, and also certain lands, meadows, leys, balks and ways therein particularly expressed and set forth; and also a cottage-house, situate in Harbury aforesaid, then in the occupation of John Mumford; to hold to the use of the grantors and grantees, their heirs and assigns, upon trust, that the rents and profits of the said premises, and every part thereof, should for ever thereafter be employed and used to and for the relief and maintenance of the poor of Harbury aforesaid for the time being, and to and for the upholding, maintaining and repairing of the parish-church of Harbury aforesaid, as often as need should be and require, or to and for either of the said uses and intents as the said trustees and their heirs, or the major part of them in their discretion, should from time to time think meet and convenient; and the said Thomas Man and John Watts covenanted with the parties of the second part, their heirs and assigns, that they the said parties of the second part, together with the said Thomas Man and John Watts, should at all times thereafter have lawful power and authority, and should and might at their and every of their pleasures, and the survivors of them and their heirs, should and might enfeoff as many other honest men, as they in their discretion should think meet, of and in the said thereby-granted premises upon the like trusts.

Jorge's Charity.

The open lands in the parish of Harbury were inclosed in the year 1780, subsequently to which three successive trust-deeds of the property belonging to this charity have been executed. By the last of these, being an indenture of feoffment, dated the 3d April 1810, between Thomas Palmer, Richard Man, John Pratt, John Flecknoe the elder, and Thomas Thomson, the then surviving trustees, of the one part, and Charles Abbott, William Palmer, Edward Sabine the elder, Edward Sabine the younger, James Man, William Man, and John Flecknoe the younger, of the other part, reciting that the parties of the first part were seised of one messuage or tenement, one close of pasture-ground to the same adjoining and belonging, and also part of an allotment of new inclosed land lying in the east field of Harbury, some time since awarded and set out in lieu of certain land in the late open and common-fields of Harbury aforesaid, formerly given by one John Jorge, for the relief and maintenance of the poor inhabitants of, and for upholding, maintaining and repairing the church of Harbury, or for either of such uses and purposes; and also of and in one other cottage-house and premises adjoining the church-yard, together with the remainder of the said new allotment so sometime awarded and set out in lieu of such land so left in the said open and common-fields as aforesaid, the rents and profits of all which said lands had been immemorially appropriated and employed to and for the uses thereinbefore specified, which said lands contained

Harbury.

Jorge's Charity,
continued.

in the whole 24A. 3R. 25P. little more or less; It was witnessed, that the said parties of the first part conveyed to the use of themselves, and of the parties of the second part, their heirs and assigns, all the said recited two messuages or tenements, with the close of pasture thereto adjoining; and also all that new allotment, containing 24A. 3R. 25P. situate in the parish of Harbury aforesaid, then in the possession of William Man and his under tenant; and all other the said lands, tenements, and hereditaments belonging to the said charity then vested in the said parties of the first part, situate at Harbury aforesaid, upon the same trusts as are declared in the first-abstracted deed, and with a similar provision for the appointment of new trustees.

The property belonging to this charity now consists of two cottages divided into four dwellings, and a small orchard adjoining to one of the houses, and between 24 and 25 acres of land divided into four fields, all which premises are held by Mr. William Watts, at the yearly rent of 31*l.* 10*s.* They were let by tender, the highest bidder to have a lease for seven years from Lady-day 1823. Mr. Watts's bidding was the highest, and he was thereupon put into possession, but the lease has not yet been granted. The land is stated to be of an inferior quality, and the rent to be an adequate one.

The cottages, which are small poor dwellings, are underlet by Mr. Watts at very low rents, and he keeps them in repair, an expense to which the rents are little more than adequate.

On inspecting the accounts, the disbursements on account of this charity appear, after the payment of the expenses at the annual meeting of the trustees, which amount to only 8*s.* or 10*s.*, and the stamp-receipts to the tenants, to have been applied in the payment of repairs done at the church, and keeping in order the church-clock, and in distributions of clothing, money, or bread to the poor. The allowances to the poor do not appear to have been to any regular amount, having been in some degree restrained by a debt of 110*l.* incurred for the expenses of the inclosure and fencing, and a further sum of 160*l.* for repairing the church in the year 1789; that debt amounting altogether to 270*l.*, was paid off by instalments, and was extinguished in 1807, and in 1813, a further debt was incurred for the repairs of the church, of 275*l.* 4*s.* 9*d.* which has been paid off by annual instalments, the last payment being made in 1826.

In consequence of the state of repair into which the church has now been put, it is probable that there will be but little required to be disbursed upon it for some time to come. It will therefore be in the power of the trustees to devote a greater portion of these rents to the relief of the poor; and it is their intention, as we are given to understand, to apply all that is not needed for keeping up the repairs of the church, and the buildings belonging to the charity, to the affording such relief, either in bread or clothing, or otherwise, as the necessities of the poor may from time to time require.

POOR ALLOTMENT.

Poor Allotment.

Upon the Inclosure of the common-fields of Harbury about the year 1780, an allotment of 30 acres was awarded in lieu of the right of the poor to cut furze.

The herbage of this allotment is annually let at Easter by the parish-officers to the highest bidder, and the price received for it is applied to the relief of the poor, by selling coals to them at a reduced price; a stock being purchased; the difference between the purchase-price and the sale-price of which, is about equal to the income to be spent.

The herbage in the year 1825 produced the sum of 33*l.*; 70 tons of coals were purchased at 1*s.* 4*d.* the cwt. which were sold to the poor at 1*s.* 2*d.* the cwt.

The expenses attending the purchase and sale, consist of an allowance to a person employed for the purpose of 1*d.* the cwt. for weighing in and out, and 100 in the ton for loss of weight; 6*d.* in the ton is allowed for unloading, and 2*l.* 2*s.* per annum for the rent of a warehouse, in which the coals are deposited.

Besides the advantage derived from this cheap supply of coals, the poor enjoy the privilege of cutting furze upon the land.

PARISH OF HONINGHAM.

Cox's CHARITY.

Upon a Tablet in the Parish Church it is recorded that *Richard Cox*, of the parish of Honingham, by his Will, dated the 3d March 1700, gave to the poor of the said parish the sum of 10s., to be annually paid them on the 24th day of February, for ever, out of his cottage there.

Honingham.
Cox's Charity.

The cottage charged with this payment adjoins to and is now occupied as part of a farm-house, which has been since erected, and, with that house and the farm belonging thereto, is the property of Mr. George Watson, of Flecknoe, in the parish of Granborough; the tenant of the farm, Mr. Richard Green, distributes the amount of this rentcharge in bread, on St. Matthias's-day, the 24th February, to the poor parishioners, at his discretion.

MRS. GARLICK'S CHARITY.

In the overseer's book is an entry under the date of 1803, stating that the sum of 10*l.* was left by the Will of the late *Mary Garlick*, of Honingham, the interest to be applied, for ever, to the use of the poor and distressed widows of the parish of Honingham, according to the direction of the minister, and churchwardens and overseers.

Mrs. Garlick's
Charity.

This sum of 10*l.* remains in the hands of one of the overseers for the time being, being handed over annually by such overseer to his successor in office, each successive overseer paying 10s., as the interest thereof, for the year that he holds it; this sum is given away at Easter, in equal portions, to the poor widows of the parish.

CHURCH LAND.

There is a parcel of arable-land in the parish containing about $3\frac{1}{2}$ acres, the rent of which has from time immemorial been received by the churchwardens, and applied towards the repairs of the church, but it is not known how the property was acquired.

Church Land.

It is now held by John Stane, as yearly tenant, at the annual rent of 5*l.* which appears to be its fair value.

The two following small rents are also annually received by the churchwardens, and applied towards the repairs of the church.

Two shillings and sixpence a year, from Chandos Leigh, esq., of Stoneleigh Abbey, in respect of a "Hooke," or small slip of land, in a meadow called Caudle Meadow, in the parish of Honingham, his property.

Five shillings a year from Mr. Samuel Roberts, in respect of a "Hooke," or slip of land, in a meadow called Crow Meadow, in Honingham, his property.

The origin of these payments is unknown, but it is supposed that these parcels originally belonged to the parish; mere-stones are remembered in Crow Meadow, marking out the Church Hook, but no documents remain, excepting entries of the receipt of the rents in the churchwardens books, which books go no farther back than 1767, from which time the rents have not varied.

PARISH OF BISHOPS ITCHINGTON.

POORS ALLOTMENT.

By the award of the Commissioners under the Act for Inclosing the Common Lands within the parish of Bishops Itchington, dated 29th May 1775, an allotment was set out and awarded to John Willes, esq. and his heirs, and the residing minister or curate for the time being of the said parish, for ever, of a parcel of land lying on Bishops Itchington Heath, containing 8*A.* 0*R.* 1*P.* which the Commissioners thereby adjudged to be equivalent to the custom enjoyed by the poor people of the parish, of cutting furze, or furze-bushes, in certain places of the said heath.

Bishops Itchington.
Poors Allotment.

This land is let to John Robins, as tenant from year to year, at the annual rent of 13*l.* 13s.; it has been agreed that he shall hold it at this rent for 10 years, commencing at Lady-day 1823, upon his undertaking to stock up the furze-bushes, and to drain the land; this rent is, under the circumstances, the full value.

Bishops Itchington. This is distributed, together with the following small charity, in sums of about 3s. 6d. each, among the poor of the parish, each poor housekeeper receiving an equal portion.

HOLT'S CHARITY.

Holt's Charity. It is stated in the Returns under Gilbert's Act that the Rev. Dr. *Holt*, by Will, in 1734, gave to the poor 20*l*.

We have not found any documents in the parish relative to the origin of this gift; but there is a sum of 20*l*. in the hands of Mr. John Spraggett, on the security of his promissory note, at 5*l*. per cent interest, and which is supposed to be derived from the gift of Dr. Holt.

Mr. Spraggett pays 1*l*. a year as the interest, which is given away with the rent of the poor's land as above mentioned.

HUCKSON'S CHARITY.

Huckson's Charity. In the Returns under Gilbert's Act is mentioned a gift of land and tenements by *John Huckson*, for repairing the bridges and highways of Over Itchington, and to the poor of Bishops Itchington, which were then stated to be vested in the Rev. Thomas Hurt, Thomas Wigan Smith, Gilpin Ebdell, Joseph Prue and John Newcome. In these Returns the gift is stated to have been made by two deeds, one dated in 1701, and the other in 1782, the latter being probably a renewal of the trusts.

There are now no deeds in the possession of the parish relating to this property. It appears that there were some which remained in the hands of the daughter of Mr. Ebdell above named. These deeds about the year 1804 were obtained from her by a Mr. Jones, who then officiated as curate, and who soon after left the place, taking the deeds, as it is supposed, with him. He afterwards became curate of Dinton, near Thame, and while there, several applications were made to him to restore them, but without success. He has since quitted Dinton, and it is not now known what is become of him.

By the award of the Commissioners for the Inclosure of Bishops Itchington it appears that Robert Wigan of Abbott's Bromley, in the county of Stafford, esquire, described as the only surviving trustee of certain lands in Bishops Itchington, given for the repairs of the highways and bridges in Bishops Itchington, and other charitable uses, exchanged with George Pearson, clerk, all the said estate, consisting of certain houses in Bishops Itchington, together with the garden, close, and appurtenances, containing 3*r*. 20*p*., in the occupation of the person therein mentioned, for all that piece of ground called the Leys, and a part of Burdens Orchard, adjoining the same, both which contained together, 1*A*. 2*r*. 30*p*.

The land thus received in exchange, which now constitutes the property belonging to this charity, is let to John Robins, as yearly tenant, at the annual rent of 8*l*. payable at Lady-day and Michaelmas.

Before Mr. Lea, the present vicar, took possession of the living, there appears to have been some neglect in the application of the rent of this land. Mr. Lea, on taking possession in 1820, received from the curate, who had previously officiated there, an arrear of 9*l*. 9*s*., and has since regularly received the annual rent from Robins, which he has expended in repairing the causeways in the parish, an account of which he exhibits to the parishioners at an annual meeting. At the time of our inquiry in August 1826, he had about 4*l*. in hand, which he thought would be required for such repairs before Christmas.

COOPER'S CHARITY.

Cooper's Charity. The same Returns mention a gift in 1628 by *John Cooper*, by Will, for setting the poor to work, and for purchasing hemp and flax. This gift is stated to have been in money, and the gross sum 2*l*. 10*s*., which at the date of those Returns, it is added, was vested in the minister, churchwardens, and overseers. Nothing appears to be now known of this in the parish. If it was, as the Returns indicate, a gross sum, it is not improbable that it was appropriated at the time or soon after.

PARISH OF LONG ITCHINGTON.

BOSWORTH'S CHARITY.

John Bosworth, of Yardley, in Worcestershire, by Will, dated 16th October 1674, gave to Francis Chamberlayne and others, their heirs and assigns, his messuage, with the appurtenances, and five closes of land and two meadows thereto belonging, known by the name of the Browns, situate in the parish of Bickenhill, in the county of Warwick, and also a close of land, divided into five parts, called Waddice, in the parish of Yardley, and a little close of land called Bradcroft, lying at Bradcroft, and certain selions of arable-land lying in Yardley, on trust, to employ the rents and profits as follows, viz. as to 5*l.* 4*s.*, part thereof, to be by them bestowed in bread to the poor inhabitants dwelling in the town of Long Itchington, so as there should be twelve twopenny loaves of wheaten bread placed on the communion-table of Long Itchington every Sabbath Day, yearly, to be distributed after morning service to 12 of the poor inhabitants, by the churchwardens and overseers of the poor; and 10*l.*, further part thereof, he directed should be for ever paid for the maintenance of a schoolmaster to teach the children, both sons and daughters, of the inhabitants of Long Itchington, to know and understand, their letters, grammar and other literature and good learning, and also to read written hand-writing, and to cast accounts: The residue of the said rents and profits he gave to Emma, the wife of Richard Arch, her heirs and assigns; and he directed that his said trustees should immediately after his death enfeoff seven others, sufficient inhabitants of Long Itchington, and when the greater part of the trustees should be dead, or removed to any other parish than Long Itchington, that the survivors should convey the premises to 12 or more other of the most sufficient men of Long Itchington, their heirs and assigns, upon the trusts aforesaid.

Long Itchington.

Bosworth's Charity.

The trusts of this charity have been from time to time renewed; and ultimately, by an indenture, dated 23d February 1819, were vested in John Rennie, vicar of Long Itchington, Richard Masters, Edmund Tompkins, John Pratt, Richard Allen, William Banbury, Thomas Norris, Robert Payne, William Coles, Martin Ivins, Edward Masters and William Dalton, all of Long Itchington, their heirs and assigns.

The premises charged with this annuity of 15*l.* 4*s.*, consisting of land in Bickenhill and Yardley, are now the property and in the occupation of Mr. William Allday, butcher, of Birmingham.

The annuity is received by the trustees of the charity-school at Long Itchington. £.10 is paid to a schoolmaster in the parish, who keeps school in a room built about 10 years ago by a subscription among the parishioners. There are no other permanent funds belonging to this school, but the master receives a further voluntary payment of 10*l.* from the parish-stock. He teaches as many of the poor children of the parish as the parents choose to send, both boys and girls, in reading, writing, and if they remain long enough, arithmetic. He takes other scholars, who pay for their education.

£.5. 4*s.* the residue of the annuity, is given away in twelve twopenny loaves every Sunday morning at the church, to poor widows of the parish, or other old people, if there are not a sufficient number of poor widows. The same persons receive the bread while they live, the vacancies as they occur being filled up by the churchwardens.

The number of 12 trustees of the school is kept up.

ELIZABETH TOMPKINS'S CHARITY.

Elizabeth Tompkins, spinster, by Will, dated 3d July 1825, gave one whole share in the Warwick and Birmingham Canal to William Banbury and Richard Allen, upon trust, to receive the dividends and produce thereof, and pay the same to her brother Edward Tompkins during his life, and after his death she gave the same to the trustees of Long Itchington free-school, on trust, to apply the dividends and produce thereof to the benefit and advantage of the said school, in such manner as they might think most advantageous, during such periods as the officiating minister of the parish-church of Long Itchington, or of any other church or chapel, should not be the master of or teacher in the said school; and upon trust, during such periods as it should happen that such officiating minister should be the master of or teacher in the said

Elizabeth Tompkins's Charity.

Long Itchington.

Elizabeth Tompkins's Charity,
continued.

school, to pay the said dividends and produce in the current coin of the realm to such of the poor parishioners or inhabitants of the parish of Long Itchington as they might think most proper objects; and she declared that the above-mentioned restriction did not arise from any personal objection to the then officiating minister of Long Itchington, or to the clergy in general, but solely from an earnest desire that the whole time and employment of the master and teacher might be devoted to the instruction and improvement of that class of society which the said school was intended to embrace.

Mr. Edward Tompkins, the brother of the testatrix, is still living.

The shares in the Warwick and Birmingham Canal are 100*l.* shares, producing at present an annual dividend of about 11*l.*

CHARITIES OF RICHARD CLEAVER, ELIZABETH CLEAVER, ANN GEORGE,
JOHN GOODE, AND JOANE GOODE.

Charities of
Richard Cleaver,
&c.

Upon a Benefaction-table in the church at Long Itchington it is recorded that *Richard Cleaver*, who died the 6th January 1745, gave by his Will, in trust, to the minister, churchwardens and overseers of the poor of this parish, and to their successors, for ever, 20*l.*, the interest to be by them distributed (either in bread or money) on every St. Thomas's-day, for ever, to the poor of this parish.

It is further recorded that *Elizabeth Cleaver*, who died in 1757, sister of the said Richard Cleaver, gave likewise by her Will the sum of 20*l.*, the interest to be distributed at the same time and manner as the said Richard Cleaver's, to the poor of this parish for ever.

It is further recorded that *Ann George*, who died in 1782, gave by her Will, in trust, to the minister, churchwardens, and overseers of the poor of this parish, and their successors, for ever, the sum of 20*l.*, the interest to be by them distributed in money on every St. Thomas's-day, for ever, to the poor widows of this parish.

In the Returns under Gilbert's Act, 26 Geo. III. it is stated that *Joane Goode* and *John Goode*, at what period is not mentioned, gave for bread to the poor of Long Itchington the sum of 40*l.*, which at the time of the Returns produced an annual interest of 1*l.* 12*s.* A sum of 40*l.* has been for a long time in the possession of the parish-officers, from what source derived they were not aware, but which seems most probably referrible to this benefaction.

This sum of 40*l.*, with the three before mentioned of 20*l.* each, amounting together to 100*l.*, have been placed in the hands of Mr. — Reynolds, of Coventry, upon mortgage of nine houses in Southam, at the interest of five per cent. The present rental of these houses is 27*l.* 16*s.* 6*d.* per annum.

This interest is regularly received, and is given away in bread and money to the poor on St. Thomas's-day, in the vestry-room. The larger portion is given in money, other bread being given away on that day from private charity. The bread consists of sixpenny and shilling loaves; the sums of money distributed are from 2*s.* to 6*d.* each. A meeting of the parish-officers is generally held a few days before St. Thomas's-day, at which it is settled who shall receive these charities. They are given to those who are considered most deserving, widows, and such as have the largest families, the amount of the gifts being proportioned to their respective circumstances. The same persons do not receive both bread and money.

Lady Katharine
Leveson's Hospital
at Temple Balsal.

LADY KATHARINE LEVESON'S HOSPITAL AT TEMPLE BALSAL.

This parish participates also in the benefits of the above-mentioned charity, of which a full account will be given in a future number.

PARISH OF LADBROKE.

TOWN LANDS.

Ladbroke.
Town Lands.

By Deed of Feoffment, dated 5th August, 18 Queen Elizabeth, *William Alybon* granted to John Alybon, and others therein named, their heirs and assigns, a messuage in Ladbroke, and one close of pasture, with 4*a.* 3*r.* of land, with all other commons, commodities, and profits belonging to the said messuage in the town and fields of Ladbroke, to hold the same to the uses expressed in a schedule thereto annexed.

By the said schedule, reciting that the said premises had been in the time of King Edward the Fifth given and enfeoffed to Thomas Alybon, grandfather of

the grantor, and two other persons, their heirs and assigns, to the intent that the issues and profits of the same should be for the only support, reparation, and maintaining of decayed ways and bridges in and about the town and parish of Ladbroke aforesaid, and for the supporting, maintaining, and repairing of the church in Ladbroke aforesaid, and that the said premises had become vested in the said Thomas Alybon the grantor, as heir of a surviving trustee, the said Thomas Alybon declared that the said premises should be held by the feoffees mentioned in the indenture thereto annexed, to the uses and intents above specified.

By Deed, dated 24th November, 1 James I., the surviving feoffees in the last-mentioned deed conveyed the premises by the description of a cottage in Ladbroke, and a house adjoining to the church-yard, and a close of ground and pasture, containing by estimation 16 acres, situate in Ladbroke, to the like uses as in the former deed.

Two subsequent conveyances in trust were produced, one dated 16th January 1707, and the other the 27th February 1728. By the last of these, after reciting an Indenture of Feoffment, dated 3d February 1692, whereby the surviving trustees therein named, in discharge of a certain trust in them reposed, and in pursuance of a certain decree recorded in the Court of Chancery, and founded upon the statute of Charitable Uses, granted to other trustees therein named a cottage-house or houses in Ladbroke, and also a meese-place, or piece of ground in Ladbroke, adjoining the church-yard, whereupon a certain tenement or dwelling-house called the Town-house formerly stood, and was casually consumed by fire, containing in length from east to west 52 feet, and in breadth 16 feet, and also all those closes, as the same were then divided, containing by estimation 16 acres, to hold the same to the uses above specified; and also reciting the subsequent indenture of 16th January 1707; It was witnessed, that Walter Goodfellow, clerk, rector of Ladbroke, and others therein named, surviving trustees of the last-mentioned indenture, conveyed the premises by the last-mentioned description to the use of the said Walter Goodfellow and his successors rectors of the parish of Ladbroke, Robert Heath, William Chebsey, Richard Good Porter, Thomas Hewitt, William Chamberlain, Henry Murcott, Richard Jennens, William Charnley, John Smith, and James Lunn, their heirs and assigns, upon the trusts before mentioned, and also upon trust, that when any six of the said trustees should die, the survivors should, within six months, elect in the place of them so dying, so many more persons within the town of Ladbroke to be feoffees of the premises, as should supply the full number of the said feoffees as should die.

No subsequent trust-deed is now found in the parish. It is believed that another trust-deed was subsequently made to other trustees; and upon a paper annexed to one of the leaves in the account-book is inserted the following list of "trustees of the town-land in the parish of Ladbroke at Lady-day 1788. F. Fauquier, William Pearith, T. Williams, rector, Mr. Murcott, Mr. Charnley, Richard Murphy, William Over, Henry Makepeace, William Rawbone." It is believed that Fauquier, Pearith, and Murphy, survived the rest of these trustees, but which of them was the last survivor has not been ascertained.

The difficulty of ascertaining the person in whom the legal estate is vested has prevented any further appointment of trustees, and the property has been for several years under the management of the rector.

The property now consists of—

1. Two closes of land, containing 15A. 2R. 35P. These are held by John Field, as yearly tenant, at the annual rent of 37*l*. This rent was first paid at Lady-day 1820; previously to that the rent had been 32*l*.; prior to Lady-day 1816, 22*l*.; and to Lady-day 1805, 14*l*. These rents are subject to an annual land-tax of 2*l*. 13*s*.

2. Two cottages, one of them divided into three tenements, for which the parish pay an annual rent of 4*l*. 10*s*., and make use of them for the residence of paupers.

This seems to be about the average rent of cottages in Ladbroke. The overseers rent several other cottages in the place at about the same rate.

These two cottages are situated at a distance from the church-yard; and we have not been able to identify the small piece of land described in the deeds as a meese-place adjoining the church-yard, on which a house had stood which was burnt down.

Ladbroke.

Town Lands,
continued.

Ladbroke.

Town Lands,
continued.

Upon looking through the accounts, it appears that these rents have been applied in repairs of the church and of roads and bridges in the parish. There are also some occasional charges for repairs of the cottages, and of the gates belonging to the town-lands, and a hovel thereon erected.

For three years, down to Michaelmas 1825, an annual payment of 3*l.* 14*s.* was made to the tenant of the town-lands in abatement of his rent.

In the year 1821 a sum of 150*l.* was borrowed towards the expense of new pewing the church; 70*l.* of that debt has been paid off, and interest is still charged in the account on the residue. At the time of our inquiry in August 1826 there was a balance of 3*l.* 18*s.* due to the rector.

PARISH OF LEAMINGTON HASTINGS.

DAVIS'S ALMSHOUSE, WHELER'S ALMSHOUSE, AND POORS LAND.

Leamington
Hastings.Davis's Almshouse,
&c.

The origin and particulars of these several charities are sufficiently set forth in the recitals of the trust-deeds, by which the respective premises belonging to them have been from time to time transmitted to one common set of new trustees upon the respective trusts of each.

The first of the deeds in which these several charities are thus united, is an indenture of the 13th October 1721, which recites, that

Humphrey Davis, by Will, dated 17th December 5 James I., gave to Edmund Davis, son of his brother Thomas Davis, and his heirs, all his lands and hereditaments in the parishes of Grandborough, Leamington Hastings, Birdingbury, Stockton, Marton, and Eathorpe, subject to the several estates for lives therein mentioned, and afterwards for raising certain legacies; and after payment thereof, he directed the yearly rents of his lands and hereditaments in the parishes of Leamington Hastings, Birdingbury, Marton, and Eathorpe, to eight poor people, inhabitants and town-dwellers in the parish of Leamington Hastings, that should be placed there by Edmund Davis and his heirs, from time to time, for ever, in his house at Leamington Hastings, which he had prepared for those poor people and their successors:

That upon the misbehaviour of the said Edmund Davis and Thomas Davis in the said trusts, and selling great part of the lands given to the said charity, and misapplication of the rents and profits of the remainder, and also neglecting to place the said poor people in the said house according to the direction of the said will, a commission of charitable uses was sued out and directed to certain persons therein named, to inquire into the abuses of such charity; and that the commissioners, by their decree, dated 9th April 1632, decreed the application of the said lands remaining unsold, and likewise of divers sums of money found by the inquisition, to be employed for the maintenance of eight poor people in and about the said almshouse; and inasmuch as the said Thomas Davis had misbehaved himself in the said trust, they decreed that neither he, nor any of his heirs, should be any further concerned therein; but the then Lord-keeper should appoint six or more worthy knights and gentlemen for the choosing and placing of the said eight poor people, which were directed to be chosen out of the residents within the said parish of Leamington Hastings as often as any vacancy should happen; and that as often as any of the said trustees should die, the survivors, or the major part of them, should elect into the room of the party deceased such other fit and able person or persons residing within the county of Warwick as they should think fit:

That dame *Dorothy Wheeler*, being in her life-time possessed of divers lands and tenements in Leamington Hastings for certain terms of years then to come, by her Will, dated 19th June 1687, gave the same to Sir Francis Wheeler, knight, her second son, and William Bincks, D. D., then vicar of Leamington Hastings, whom she constituted executors of her said will, directing them out of her said leasehold premises to raise the sum of 260*l.*, wherewith to make a purchase of lands and tenements, which she directed to be settled upon the trustees for the said hospital or almshouse of Leamington Hastings, for a daily allowance to two poor men, at 4*d.* per diem, and for erecting a piece of building to the said hospital for them, as far as the same would go:

That the said Sir Francis Wheeler dying soon after the testatrix, the said William Bincks, the surviving executor, laid out the sum of 200*l.* in the purchase of a piece of land, called Lingham, and a certain piece of meadow-ground

ground thereto belonging, all lying in Kites Hardwick, in the parish of Leamington Hastings, and the further sum of 30*l.* in the purchase of a cottage or tenement and close, with the appurtenances thereto belonging, also situate in Kites Hardwick; and the further sum of 30*l.* in erecting two tenements or dwellings for two poor men, adjoining to the hospital of Leamington Hastings, which premises so purchased by the said William Bincks having been purchased in his own name, were after his death by indenture, dated 8th December 1720, and a fine thereupon levied, settled by William Wheeler and Edward Byrch, executors and devisees under the will of the said William Bincks, upon the trustees of the said hospital of Leamington Hastings, in order to be continued for ever to the several uses in the said will specified:

That in or about the year 1665, Sir Thomas Trevor, bart., then lord of the manor of Leamington Hastings, John Allington, clerk, then vicar of the same, Henry Biddle, William Cleaver, and Henry Watson, and others, then land and freeholders within the said parish of Leamington Hastings, being desirous, as well for the benefit of the church and poor as for their own private advantage, that an inclosure should be made of each of their respective lands, which at that time lay intermixed and dispersed in the open and common-fields of Leamington Hastings, came to an agreement touching the dividing and inclosing of the same, and did then, in lieu and satisfaction of any inconvenience or damage that any of the poor of the said parish should sustain in any of their rights and privileges, which they or any of them had or used before the said inclosure, and for the more comfortable maintenance and support of the poor of the said parish for the time to come, by indenture, dated 19th November 1666, give to the honourable Charles Leigh, Sir Charles Wheeler, bart., John Hill, esq. and William Baseley, and their heirs, in trust, one acre out of every yard-land lying within the said common-fields of Leamington Hastings, and so after that proportion for every greater or less quantity of land, which said one acre for every yard-land was accordingly set out in two several plots or pieces of ground, containing by estimation 108*A.* 2*R.* 19*P.*, for the relief of the poor, and other charitable uses therein mentioned; at which time it was agreed that Sir Thomas Trevor, and his successors lords of the said manor for the time being, should be one of the trustees, and the said John Allington, and his successors vicars of the said parish of Leamington Hastings for the time being, should be one other, and that the said Charles Leigh, Sir Charles Wheeler, John Hill, and William Baseley, should be four other of the said trustees, and should have power to nominate and choose four other persons, freeholders of lands within the said common-fields, to be also trustees to make up the number 10, who, or the greater number of them, should from time to time have power to let the said two plots, and to dispose of the rents and profits thereof for the several uses therein mentioned, that is to say, for the relief and maintenance of poor people inhabiting within the parish of Leamington Hastings, for the repairs of the church of the said parish, for the marriage and advancement of poor maids born and inhabiting within the said parish, and towards the maintenance of a schoolmaster to teach and instruct children inhabiting within the said parish, in such manner as the trustees, or the greater number of them, should from time to time think most convenient; and that when any five of the said trustees should be dead, the then survivors should elect others in their room to make up the number 10; which said agreement, as well touching the said inclosure, as concerning the said two plots of ground, were by a decree of the court of Chancery ratified and confirmed.

After these recitals, the trust-deed of 1721 proceeds to convey the premises belonging to the respective charities by the following descriptions, viz.:

Humphry Davis's Charity.—A messuage or tenement in Leamington Hastings, called the Almshouse or Hospital; a messuage or tenement, with the dove-cot, and close of ancient inclosure thereto belonging, with the appurtenances, situate in Bradwell, in the parish of Leamington Hastings; a cottage or tenement and close of ancient inclosure thereto belonging, with the appurtenances, in Kites Hardwick, then in the occupation of Thomas Benson; two plots or parcels of land allotted upon the inclosure to the feoffees of the said hospital of Leamington Hastings, in lieu of the lands before held by the said hospital in the common-fields, that is to say, one plot containing by estimation six acres, lying within the fields of Leamington Hastings, at a place called Resnor Wythes, and another plot of inclosed land, containing about

Leamington
Hastings.

Davis's Almshouse,
&c.
continued.

Leamington
Hastings.

Davis's Almshouse,
&c.
continued.

26A. 2R. 24P. lying in the Nether Fields of Leamington Hastings, in a place called Berry-hill; a messuage, place or toft, and three quarters of a yard-land, with the appurtenances in Birdingbury; a close in Birdingbury then in the occupation of the widow Mills; an annuity or yearly rentcharge of 30s. issuing out of a certain inclosed ground called the Hall Field, and other the inclosed grounds, late the inheritance of Thomas Shuckburgh, esq., deceased, in Birdingbury, then the inheritance of Simon Biddulph; a messuage or tenement, and close, and one yard-land, with the appurtenances, in Marton; a small croft or back-side, with the appurtenances, in Marton, adjoining to the mansion-house of Richard Walter; a cottage or tenement, and close thereto belonging, with the appurtenances, in Marton, late in the tenure of William Radnett; an annuity or yearly rent of 30s. issuing out of one half yard-land, with the appurtenances, in Eathorpe, theretofore the inheritance of Henry Clarke, afterwards of William Vyner, Samuel Vyner, and Thomas Vyner, all deceased, and then in the possession of Prudence Vyner, widow.

The latest trust-deed, dated 17th September 1805, after copying the foregoing descriptions, adds, that the premises were then better known and distinguished by the following, viz.

All that messuage or tenement in Leamington Hastings called the Almshouse or Hospital:

A messuage or tenement, with the close of ancient inclosure thereto belonging, situate in Bradwell, within the said parish of Leamington Hastings; and four closes also situate in Bradwell, called the Leys, the First Hospital, Negnor Hospital, and Far Hospital, containing 26A. 2R. 24P., and a close called the Little Close, in the said parish, containing about six acres:

[These premises are held by John Hinks, as yearly tenant, at the annual rent of 41*l.* 13*s.* 6*d.*]

A cottage or tenement, late in the occupation of William Cleaver, but then converted into and used as three distinct tenements, with the gardens and appurtenances thereto belonging, in Kites Hardwick, in the parish of Leamington Hastings:

A close of ancient inclosure theretofore belonging to the said cottage, and occupied therewith, but then converted into and used as garden-ground, and occupied with the messuages or tenements and bake-house next mentioned:

Four messuages or tenements, and bake-house thereto belonging, with the appurtenances, lately erected upon part of the said last-mentioned close of ancient inclosure, situate in Kites Hardwick:

[The three last-mentioned parcels are held by the parish at an annual rent of 1*l.* upon a lease for 99 years, of which about 31 are expired, under the covenants of which lease the new buildings were erected by the parish.]

A messuage, place, or toft in Birdingbury, theretofore in the tenure of William Cook, since of Richard Masters, and then converted into garden-ground, and in the occupation of Whitehead:

A close in Birdingbury, then in the tenure of Sir Theophilus Biddulph, and laid into a close there called the Dovehouse Close:

[Nothing is now known by the trustees of these two last-mentioned parcels.

It is supposed that they were appropriated at the inclosure, and were subsequently introduced into the trust-deed through mistake. We have been unable to verify this conjecture by reference to the award, as it is not found at the office of the clerk of the peace.]

A piece of ancient inclosed land known by the name of the Pingle, situate in Birdingbury, formerly in the occupation of Thomas Satchwell, and the messuages or tenements and buildings since erected thereon, theretofore in the occupation of John Baseley, since of Thomas Wolf, and then of Joseph Cook, Mary Field, and Nathaniel Woodfield, under-tenants to the said Thomas Wolf:

[These premises are held by Thomas Wolf under a building-lease granted to John Baseley in 1765, for 99 years, at 2*s.* per annum.]

A small piece of land situate in Birdingbury, nearly adjoining to Sir Theophilus Biddulph's dog-kennel, at the east end of a meadow there belonging to the said Sir Theophilus Biddulph, called Long Meadow, otherwise Town Meadow,

Meadow, as the same was then marked out by posts, containing about 20 perches :

[This parcel also is said to have been appropriated at the inclosure.]

One annuity of 30*s.* issuing out of an inclosed ground, commonly called the Hall Field, and all other the inclosed grounds then the inheritance of the said Sir Theophilus Biddulph :

[This is duly received from Sir Theophilus Biddulph.]

A messuage or tenement, garden and rick-yard, with the appurtenances, in Marton, late in the occupation of Richard Masters, then of William Webb :

[This is now in the occupation of Henry Hands, under the tenancy which will be mentioned below.]

A small croft or back-side, with the appurtenances, in Marton, called the Cherry Orchard, then in the tenure of the said William Webb, and adjoining to the mansion-house of Joseph Russell :

[This contains about half an acre, and is also in the occupation of Henry Hands, as part of the same tenancy.]

A cottage or tenement then converted into and used as two distinct tenements, and close thereto belonging, then converted into and used as garden-ground, with the appurtenances, in Marton, late in the occupation of William Roadnight, then of Samuel Whitehead and Thomas Olorenshaw :

[These are held by the parish as yearly tenants, for the use of their paupers, at rents of 1*l.* 11*s.* 6*d.* and 5*s.*]

An annuity of 30*s.* out of certain lands in Eathorpe, then or late the inheritance of Thomas Vyner, clerk :

[This is annually received from Mrs. Vyner, the widow.]

A plot of land, situate in the Upper Field, in the parish of Birdingbury, containing by admeasurement 32*A.* 3*R.* 9*P.* which, by the award of the commissioners for inclosing the fields of Birdingbury and Marton, dated 2d February 1804, was allotted to the trustees of the Hospital at Leamington Hastings, in lieu of open field-lands and common-rights thereto belonging, within the parishes of Birdingbury and Marton, bounded on one side by the Napton Road :

[This is held by William Warner as yearly tenant, at a rent of 30*l.* per annum.]

Three several plots of land, also allotted under the said inclosure to the said trustees, in lieu of lands and common-rights, viz. one plot situate in Ash Meadow Field, containing 28*A.* 2*R.* 10*P.* bounded by the river Leam, and by the Leamington and Marton road; one other plot situate in the Moor, in the parish of Marton, containing by admeasurement 6*A.* 3*R.* 14*P.*; and one other plot, situate in Windmill Field, in the parish of Marton, containing by admeasurement 14*A.* 1*R.* 21*P.* bounded by the Southam and Coventry turnpike-road :

[These three plots are held by Henry Hands, together with the house and cherry-orchard above mentioned, and the two plots next mentioned, as yearly tenant, at the rent of 90*l.*]

Another plot of land, situate on the Moor, in the parish of Marton, containing by admeasurement 2*R.* 19*P.* which was awarded to the trustees of the said hospital in lieu of a certain old inclosed close in the parish of Marton, which the said trustees consented to give up, to be allotted to William Roadnight :

[This has been thrown into the other plot in the Moor of 6*A.* 3*R.* 14*P.*, and is included in the holding of Henry Hands.]

Another plot of land situate on the Moor, in the parish of Marton, containing by admeasurement 34 perches, which was allotted to the trustees of the said hospital in lieu of a rentcharge of 5*s.* per annum, payable out of part of the estate of the said Sir Theophilus Biddulph, in the parish of Marton, in settlement, which the trustees of the said hospital consented to give up to the said Sir Theophilus Biddulph, his heirs and assigns, bounded by the Southam and Coventry turnpike-road :

[This also has been thrown into the other plot of 6*A.* 3*R.* 14*P.*, and is included in the holding of Henry Hands.]

The lands belonging to this charity in Marton and Birdingbury, previously to the inclosure there, were held by one tenant, at the annual rent of 26*l.* 2*s.* 6*d.* From Lady-day 1803 the allotments awarded in lieu thereof have been occupied in separate holdings, at the rents now respectively paid, by Hands and Warner.

Leamington
Hastings.

Davis's Almshouse,
&c.
continued.

Leamington
Hastings.
Davis's Almshouse,
&c.
continued.

Dame Dorothy Wheler's Charity.—The following is the description given of these premises in the Deed of 1721; viz. a cottage or tenement, and close thereto belonging, situate in Kites Hardwick, late in the tenure of John Cleaver, then of Simon Smith; a piece of meadow-ground, called Lingham, and a piece of meadow-ground thereto belonging lying in Kites Hardwick, then in the tenure of Samuel Cleaver, junior.

These premises are described in the last trust-deed of 1805 as follows; viz. A cottage or tenement, late in the occupation of Elizabeth Skotton, then converted into and used as three distinct tenements, and slip thereto belonging, which was formerly part of a close belonging to the said cottage, but then converted into and used as garden-ground, as the same was divided by a quick-hedge from the other part of the said close, situate in Kites Hardwick:

[These premises are now respectively held by the widow Berry, at a rent of 4*s.* 9*d.*; William Creed, at a rent of 4*s.* 9*d.*; and the widow Turner, at a rent of 5*s.*, as yearly tenants.]

A piece of land, being the other part of the said close, then also converted into and used as garden-ground, and the messuage or tenement lately erected thereon, with the appurtenances, situate in Kites Hardwick, then in the tenure of John Goode:

[This is at present held by John Rainbow, as under-tenant of Thomas Bennett, assignee of a lease granted to John Goode for a term of 99 years, whereof about 41 are unexpired, at the rent of 6*s.*]

A piece of meadow-ground called Lingham, and a parcel of meadow-ground thereto belonging, lying in Kites Hardwick, late in the tenure of William Cleaver, but then of Henry Cleaver:

[These two closes contain about 14 acres, and are now in the occupation of William Truslove, as yearly tenant, at the rent of 24*l.* per annum, at which rent he has held them since Michaelmas 1815. The previous rent was 13*l.* 16*s.*]

The Poors Land.—This is described in the deed of 1721, as consisting of two several pieces of land, commonly called by the name of the Poors Plots, situate in the parish of Leamington Hastings, containing by estimation 108 A. 2 R. 19 P., the more southward of which said plots lay on the furlongs after mentioned, *i. e.* Thornborough Furlong, part of Hardwell Furlong, and included a close called Buswells Close, and part of a close called Clarke's Close, bounded on the south and west by Birdingbury Fields; the northward plot lying on the several furlongs after mentioned, *i. e.* part of Seven Acres Furlong, Bull Piece, Great Smallwell, Little Smallwell, Cake Furlong, and Smith's Stood, bounded on the north part by a plot set out for the vicar, in right of his glebe, called Seven Acres Piece, and on the west by Birdingbury Fields and the said Seven Acres Piece.

These premises are described in the last trust-deed as follows, viz.; a new-erected messuage or tenement, with the barns, stables, yard, garden, and appurtenances, late in the occupation of John Cook, and then of William Warner; several closes or parcels of land, occupied with the said messuage or tenement, called by the several names following, viz. Leamington Ground, Rick-yard Ground, Garden Ground, Pease Brush Ground, Hill Ground, and Bottom Ground, bounded on the north by a close belonging to the vicar, called the Seven Acres Piece, and on the west by the late Birdingbury Fields, and the Seven Acres Piece; several other closes, pieces or parcels of land also occupied with the said messuage or tenement, and called by the several names following, viz. Fishpond Ground, Middle Ground, Over Far Ground, Lower Far Ground, and the Pingle; which said last-mentioned 11 closes, and the land on which the said messuage and buildings were erected, were theretofore known by the name of the Poors Plots, situate in the parish of Leamington Hastings, and containing together by estimation 108 A. 2 R. 19 P.

[These several premises are now held by William Warner, as yearly tenant, at the rent of 100*l.*, to which amount it was reduced at Michaelmas 1823, from 113*l.* 8*s.* which had been paid for the 10 years preceding. We were informed that it was now intended to raise the rent to 110*l.* and that a notice was about to be given to the tenant accordingly.]

By the last trust-deed the several foregoing premises were vested in the Rev. Sir Charles Wheler, bart. vicar of Leamington Hastings, Edward Sacheverell Sitwell, Sir Theophilus Biddulph, Abraham Hume, John Biddulph, George Scott,

Scott, John Sikes Sawbridge, the Rev. Thomas Ross Bromfield, Edward Reading, and Thomas Mason, their heirs and assigns, upon the respective trusts specified in the said recitals.

Leamington
Hastings.

The several rents above mentioned, with the exception of those reserved upon the building leases, are the full value of the respective premises.

Davis's Almshouse,
&c.
continued.

The Hospital consists of 10 dwellings, viz. eight of them under one roof, four on the ground-floor, and four on the first, under the foundation of Humphry Davis, and two subsequently added to the building, one on the ground-floor, and the other above, under the foundation of Lady Wheler. They are inhabited by almspeople appointed by the trustees from among the resident parishioners of Leamington Hastings, either men or women, as the properest objects appear to be when vacancies take place. The persons selected are among the oldest, most necessitous, and most deserving of the parish, such especially, if they are to be found, as have been reduced from better circumstances.

Separate accounts of the funds respectively belonging to the several charities above mentioned are kept by one of the trustees, appointed by the rest to act as their treasurer, and are audited from time to time by his co-trustees. From these accounts, with the explanations given of them by the trustees, the application of the funds appears to be as follows :

Humphry Davis's Almshouse.—The rents applicable to this charity as above set forth are,

	£.	s.	d.
The farm at Bradwell - - - - -	41	13	6
The farm in Marton - - - - -	90	-	-
Land in Birdingbury - - - - -	30	-	-
Tenements in Kites Hardwick, occupied by the parish - - -	1	-	-
Tenements in Marton, occupied by the parish - - - - -	1	16	6
Tenements in Birdingbury, in the occupation of John Wolf -	-	2	6
Rentcharge out of the Hall Field - - - - -	1	10	-
Ditto, out of premises in Eathorpe - - - - -	1	10	-
	£.	167	12 6

Out of this income the eight almspeople receive weekly pensions of 5s. 6d. each, amounting to 114l. 8s. per annum. It appears that previously to 1807 these pensions were 2s. a week each; in that year they were raised to 3s., afterwards to 4s., and in 1812, to 6s. 6d., but were in 1820, reduced to 5s. 9d., and in 1824 to their present amount.

Thirty cwt. of coals, and 20 fagots, are also annually allowed to each of the almspeople, the cost of which, in the winter of 1825, was 15l. 16s. Ten pounds of beef are given to each at Christmas, which last year cost 2l. 3s. 4d.; and some occasional disbursements are made for nursing them when sick.

The repairs and other disbursements on account of the trust-property have at times been considerable. The expenses of the inclosure amounted to 117l. 7s. 4d., but this was covered by a fall of timber in 1803, the net produce of which was 123l. 6s. In 1811, the repairs of the almshouse cost 97l. 8s. 7d. and between that period and 1816 a sum of 105l. 4s. 7d. was expended in the erection of out-buildings at the almshouse, and a further sum of 202l. in repairing and partly rebuilding the house on the farm at Bradwell. The average amount of repairs at the almshouse, and on the farms for the last ten years, (including 10l. 16s. for sheep-pens erected on the farm in Marton, and 6l. for a pew in the church for the occupier of that farm) is 6l. 6s. 3d.

Taking the above as the regular annual expenditure the amount is as follows :

	£.	s.	d.
Pensions to the almspeople - - - - -	114	8	-
Coals for ditto - - - - -	15	16	-
Beef for ditto - - - - -	2	3	4
Attendance during sickness, (say) - - - - -	-	10	-
Repairs - - - - -	6	6	3
	£.	139	3 7

which leaves a surplus upon the present annual income of about 28l. In 1816, in consequence of the large expenses then lately incurred on buildings and repairs,

Leamington
Hastings.
—
Davis's Almshouse,
&c.
continued.

repairs, there was a balance due to the treasurer of 4*l.* 10*s.* 3*d.* The surplus of income since that time, but which before the reduction of the pensions, did not reach the present annual amount, created a balance in the hands of the treasurer at the settlement of accounts on the 18th of April 1826, of 133*l.* 15*s.* 10*d.*

The trustees consider that the present weekly allowances to the almspeople are sufficient for their comfortable support. It is therefore their purpose to suffer the present balance, and the accruing surpluses, to accumulate till they can be applied under proper authority in some substantial improvement of the charity. It is wished either to add to the number of rooms and almspeople, or to build an apartment for a nurse to take care of the old people in sickness, and to allow her a salary.

Lady Wheeler's Almshouse.—The amount of income belonging to this charity is,

	£.	s.	d.
Rent of land called Lingham - - - - -	24	-	-
Tenement and garden at Kites Hardwick, occupied by John Goode - - -	-	6	-
Ditto - - - - - Widow Turner - - -	-	5	-
Ditto - - - - - Widow Berry - - -	-	4	9
Ditto - - - - - William Creed - - -	-	4	9
	£.	25	- 6

The two almspeople upon this foundation receive weekly pensions of 3*s.* each, and have similar allowances of coals and beef with those inhabiting Humphry Davis's almshouses.

The present annual expenditure is,

	£.	s.	d.
Pensions to the almspeople - - - - -	15	12	-
Coals and fagots, 1825 - - - - -	3	19	-
Beef, ditto - - - - -	-	10	10
Tithe to the vicar - - - - -	2	2	-
	£.	22	3 10

The accounts of this charity which we have been able to meet with, do not go farther back than 1799, from which time till 1807, there seems to have been some irregularity in the appointment of the almspeople. From that year there have been constantly two inhabiting the almshouses, whose pensions were at first 2*s.* a week each. In 1810 these were raised to 2*s.* 6*d.*, and in 1812 to 4*s.* each, but in 1820 were reduced to the present rate.

It appears that in October 1812 there was a balance in hand of 7*l.* 11*s.* 5*d.*, which may be attributed to a sum of 10*l.* received for timber in 1809. In consequence of the increase of the pensions in 1812, the disbursements from that year to 1815, during which time the net rent of the land was only 13*l.* 16*s.* per annum, far exceeded the income, so that at the settlement of accounts in September 1816 there was a balance due to the treasurer of 34*l.* 13*s.* 5*d.* This debt has been gradually liquidated, and at the last audit in April 1826 there was a balance in the treasurer's hands of 9*l.* 6*s.* 3*d.*

The trustees propose to employ their present surplus in making some addition to the pensions of the two almspeople.

Poors Land.—Out of the rent of this land, now 100*l.* per annum, there is paid to a schoolmaster 25*l.* a year, for which he receives as day-scholars, and instructs in reading, writing and arithmetic, as many poor children of either sex, residing in the parish, as the parents choose to send. The average number of free scholars is about 30. There is also paid to him an additional sum of 5*l.* a year for teaching a Sunday-school.

Other part of the rent is applied in an annual distribution of coals, the cost of which last year was 43*l.* 10*s.* Fourteen cwt. are given to each of the large families, to others from 10 to 12 cwt. All the poor resident parishioners receive of these coals. Till within the last two years it has been customary to give to the non-resident poor money in lieu of coals; but it has lately been considered that the non-residents are not entitled under the terms of the trust to partake of the charity, and these allowance have been discontinued. For the

four last years that they were made, ending with 1823, the average amount was 9*l.* 12*s.* 6*d.*

It has been usual also to give 5*l.* a year towards putting out a poor boy of the parish apprentice. This custom appears to have arisen from an idea that apprenticing was comprised in the original trusts of this charity, but it does not seem to be strictly warranted by the terms of the trust-deeds.

For several years previous to 1821, 10*l.* was annually paid towards the repairs of the church. Since that time no payment appears to have been made for that object, but it is now proposed by the trustees to pay 20*l.* a year for six years towards new pewing the church, if the parishioners will contribute an equal sum.

The repairs of the farm-premises are also an occasional charge upon this rent. In the four years ending with 1823 these amounted to 41*l.* 6*s.* 7*d.*, but none have been required since.

An annual charge of between 1*l.* and 2*l.* is incurred for dinner given on Easter Sunday to the children in the Sunday-school; and some small sums have occasionally been expended in books for that school. The last disbursement on this account was in 1820.

The expenditure of the last two years has been as follows,

	1824-5.			1825-6.		
	£.	s.	d.	£.	s.	d.
Schoolmaster's salary - - - - -	25	-	-	25	-	-
Ditto for Sunday-school - - - - -	5	-	-	5	-	-
Coals - - - - -	41	9	7	43	10	-
Land-tax - - - - -	5	5	-	5	5	-
Apprentice fee - - - - -	5	-	-	-	-	-
Sunday feast - - - - -	1	14	2	1	8	9½
Rug for the school - - - - -	-	-	-	-	5	-
Given to a poor widow of the parish - - - - -	-	-	-	-	4	6
	£. 83	8	9	80	13	3½

In those years nothing having been disbursed as in former years for repairs of the church, or on the farm, or in fuel-money to the non-resident poor, there has been an annual surplus upon the present rent of nearly 20*l.* Those disbursements when made had fully exhausted the income, including a sum of 55*l.* received in 1810 for timber. At the audit in April 1826 there was a balance in hand of 34*l.* 2*s.* 6*d.*

SMITH'S CHARITY.

In respect of this charity, the particulars of which will be found in our account of the charities of Stockton, 4*s.* worth of bread is received every Easter Sunday in twopenny loaves from a baker in Thurlaston, which are distributed in the church by the churchwardens among the poor of the parish.

Leamington
Hastings.
—
Davis's Almshouse,
&c.
continued.

Smith's Charity.

PARISH OF NAPTON.

TOWN LANDS.

The earliest notice that we find of this property is contained in a Deed-poll, dated the 15th October 1629, under the hand and seal of Richard Clark, whereby, after reciting that one half yard-land, with the appurtenances, lying within the town, parish, and fields of Napton-on-the-Hill, in the county of Warwick, commonly called the Town Lands, was conveyed to him and divers other persons, who were all since dead, upon trust, to receive the rents and profits, and make a just and true account thereof yearly to the rest of the inhabitants of Napton, which said rents and profits were yearly disposed of by the said feoffees for the benefit of all the inhabitants of the said town, about the defraying of common and town-charges only, according as the major part of the inhabitants of the said town should think necessary, the said Richard Clark, at the request of the inhabitants, granted and enfeoffed to Thomas Allybone and several others, their heirs and assigns, the said half yard-land, with the appurtenances, upon trust, to receive the rents and profits thereof, and to apply them in and about the defraying the needful and necessary common

Napton.
—
Town Lands.

Napton.

Town Lands,
continued.

common and town-charges of the town of Napton aforesaid only, as had been theretofore accustomed, and as the major part of the town should think fitting, and make a true and just account thereof yearly, when they should be thereunto required by the major part of the said inhabitants.

Subsequent trust-deeds have declared the trust to be for the benefit of the inhabitants, in and about the disbursing, defraying, and discharging, paying and satisfying of all debts, duties, contracts, demands and charges, as the whole inhabitants, or the greater part of them, should think good, and agree to be most meet, requisite and convenient.

It appears that the rents came to be ultimately appropriated to the repairs of springs and watercourses in the parish.

By an Act passed in the year 1778 for dividing and inclosing the open fields of Napton-upon-the-Hill, after reciting that half a yard-land lying in the fields thereby directed to be divided and inclosed, was then vested in Bower Bulmore, and others, as trustees for repairing the springs, watercourses, ponds and pools in the parish of Napton-upon-the-Hill, and other purposes, the use whereof would cease after the said intended division and inclosure, it was enacted, that the said trustees, and their successors to be appointed as after mentioned, or the major part of them, should from time to time let the lands to be allotted to them in lieu of the said half yard-land, for any term not exceeding 21 years, at the best rent that could be got for the same, and apply the rents and profits thereof yearly, after defraying the expenses of the inclosure and other necessary charges, to such purposes as should be agreed upon by the major part of the inhabitants of the said parish of Napton assembled at a vestry, of which vestry ten days notice should be publicly given in the church of Napton; and that as often as the said trustees should be reduced to three in number, such surviving three should nominate and appoint at least six others of the most substantial inhabitants of the said parish to be trustees jointly with them, for the purposes aforesaid, and should convey the said allotment to the use of themselves, and such new-appointed trustees, upon the trusts aforesaid.

By the commissioners award, dated the 26th July 1779, they allotted to the said Bower Bulmore, and other the trustees named in the said Act of Parliament, as trustees for repairing the springs, watercourses, and pools in the said parish of Napton, and other purposes, owners of half a yard-land without common in lieu thereof, and of all other the rights and interests in and over the said fields, for the uses mentioned in the said Act, a plot or parcel of land or ground situate in Rowden quarter, containing 9A. 0R. 2P., exclusive of all roads through and over the same.

The trusts directed by the Act of Parliament have been since duly renewed by successive conveyances, by the last of which, dated the 21st June 1805, after reciting the said award, as far as related to the allotment above mentioned, and further reciting, that by indenture, dated the 26th August 1801, between the then trustees of the said land, of the one part, and the company of proprietors of the Warwick and Napton Canal Navigation of the other part, the said trustees, in consideration of 117*l.* 15*s.* paid to them by the said company of proprietors, granted and released to them a piece of land, then covered with water, containing by admeasurement 1A. 3R. 34P., taken by the said company for the purpose of and then laid into and comprising part of the reservoir for supplying the said canal with water, being parcel of the said allotment, to hold the same to the said company for ever, by virtue of the Acts passed for making and maintaining the said canal; and further reciting another indenture of the same 26th August 1801, whereby Walter Watson, in consideration of the said sum of 117*l.* 15*s.* paid to him by the said trustees, had bargained, sold and conveyed to them a piece of inclosed arable-land in the parish of Napton-on-the-Hill, containing 4A. 0R. 3P. or thereabouts, adjoining to the reservoir belonging to the said Warwick and Napton Canal, on the south side thereof, to hold to them and their heirs, upon the like trusts as the said piece of land sold by the said trustees to the said company had been vested in them; It was witnessed, that the parties of the first part, viz. Thomas Hall, Williams Reynolds, and Henry Profit, surviving trustees of the premises thereby granted, released and confirmed to the parties of the second part, namely, the Rev. Thomas Ross Broomfield, clerk, George Watson, Edward Truslove, Thomas Meddams, Joseph Adams, John Leeson, George Harris,

Harris, and John Markham, all the said lands and premises thereinbefore mentioned, which they the said parties of the first part then stood possessed of as trustees as aforesaid, to hold to them, to the use of the said parties of the first and second parts, their heirs and assigns, upon trust, to let the premises, and to receive the rents, and employ them for the use and benefit of the inhabitants of Napton, in and about defraying, discharging, paying and satisfying of such debts, duties, demands, and charges, as the whole inhabitants of Napton aforesaid, or the greatest part of them should think good, and agree to be most meet, and should make a true and just account thereof, yearly, when requested by the major part of the said inhabitants; and upon further trust, to convey the premises to nine new trustees whenever the number of trustees should be reduced to three.

Napton.
—
Town Lands,
continued.

The parcel purchased by the trustees adjoined the rest of the town-land, so that the whole now lies together.

The whole of this land, consisting of 11A. 0R. 11P., is held by Thomas Parsons, as yearly tenant, at the rent of 17*l.* which appears to be its full value.

In addition to this income the trustees also receive the annual sum of 3*l.* 10*s.*, for the use of their fishery, over the part of the land which was sold to the Canal Company for their reservoir, a right of fishery thereon having been reserved to them by the provisions of the Canal Acts.

This annual payment is received from Sir Francis Shuckburgh, bart. by whom the fishery is rented, as yearly tenant.

The rents of this land have been for many years past applied to the use of the poor. The present course is to pay 6*l.* towards the support of a national and Sunday-school in the parish, and to lay out the residue in coals, in addition to the rent received from the allotment for fuel, which will be presently mentioned, and to other small charitable funds in the parish, making in the whole a fund of 31*l.* 16*s.* 2*d.*

This distribution of coals is made in the winter season, under the direction of the vestry, in quantities, varying from two cwt. to half a ton, according to the exigences of the respective poor families in the parish.

ALLOTMENT FOR FUEL.

By the Commissioners award above mentioned there was further awarded to the vicar, churchwardens, and overseers of the poor, in lieu of the right which the poor inhabitants of Napton-on-the-Hill had of cutting furze and fuel from certain part of the commonable-lands directed to be inclosed, a plot of land situate in the Inn Field, containing 12A. 0R. 26P., exclusive of all roads, bounded in part on the west by the allotment to the trustees for Napton church-land.

Allotment for Fuel.

This allotment is at present held by Nathaniel Gregory, together with the church-allotment after mentioned, making in the whole about 35 acres, under an agreement for a lease for 10 years, from Lady-day 1821, at the rent of 40*l.*

This appears to be at present the full value of the land; occasional abatements have been made him in years of unusual pressure.

The rent thus received is apportioned between the church and the poor, according to the quantities of their respective allotments, yielding for the latter the annual sum of 13*l.* 14*s.*, which is added to the coal-fund as above mentioned.

CHURCH ALLOTMENT.

The Commissioners under the Act of Inclosure further awarded to John Cox, and William Chambers, churchwardens of Napton, and their successors, owners of several pieces of land lying dispersed in and over the open fields of Napton, called Church Balks, without common-right, and in lieu thereof, and of all other their rights and interests over the said fields as churchwardens, a plot or parcel of land, situate in the Inn Field, containing 23A. 0R. 3P., exclusive of roads, bounded on part of the east by the allotment to the trustees for the poor of Napton, the fences for inclosing which against the allotment to the said trustees the Commissioners directed should be made and kept in repair at the expense of the said churchwardens and their successors.

Church Allotment.

Napton.
Church Allotment,
continued.

The lands in respect of which this allotment was made, appear to have been long enjoyed by the parish, the rents having been always applied to the repairs and other expenses of the church, but from what source the property was derived is not known.

This last-mentioned allotment has been already mentioned as forming part of the land held by Nathaniel Gregory, the proportion of rent payable in respect thereof being 26*l.* 6*s.*, which is carried to the church-account.

MEDDOMS'S CHARITY.

Meddoms's
Charity.

Thomas Meddoms, by Will, dated the 9th March 1761, gave to William Daniel, and Thomas Williams, 50*l.*, to be paid as soon as his estate given to them was sold, with interest, upon trust, to lay out the same in the purchase of some freehold lands, and cause the same to be conveyed to the vicar and churchwardens of Napton-on-the-Hill, their heirs, successors and assigns, for ever, upon trust, to pay the net yearly rents and produce of the said lands unto and amongst such poor people of the said parish as the said vicar and churchwardens, and their successors for the time being, should think proper, by two equal half-yearly payments, that is to say, on Christmas-eve and Easter-eve, yearly, for ever; and until the said purchase should be made he directed that the interest of the said legacy should be paid to the said vicar and churchwardens, to be by them distributed as aforesaid.

By Indenture, dated the 10th October 1775, between the Rev. Thomas Williams, of Napton, clerk, of the first part, Richard Paine and John Makepeace, churchwardens of Napton, and Thomas Stalworth and Richard Fancourt, overseers of the poor of the said parish, of the second part, and the Rev. Wm. Hodgson, clerk, of the third part; reciting the will above abstracted; and that the said legacy of 50*l.* had been paid to the said Thomas Williams, and was then in his hands; and that he had then further in his hands the sum of 5*l.*, the interest whereof belonged to and was paid to and amongst the poor of the parish of Napton, at St. Thomas the Apostle and Good-Friday, yearly, by the vicar, churchwardens, and overseers, in such manner as they and their successors did and should from time to time direct; and reciting, that the premises after mentioned had been valued and estimated to be really and *bonâ fide* worth the sum of 60*l.* and upwards; and that it was agreed between the said parties of the 1st and 2d part, that the said sums of 50*l.* and 5*l.* should be laid out in the purchase of the premises after mentioned, and that the said premises should be conveyed and settled to the uses after declared; It was witnessed, that in consideration of the said several sums of 50*l.* and 5*l.*, the said Thomas Williams thereby granted, released, and confirmed to the said William Hodgson, his heirs and assigns, a messuage or tenement, with the fore-yard and garden thereto adjoining and belonging, with the appurtenances, situate in Napton-on-the-Hill, to hold to the said William Hodgson, to the use of the vicar, and churchwardens and overseers of the poor of Napton aforesaid for the time being, their heirs, successors and assigns, for ever, on trust, yearly to pay the sum of 40*s.*, part of the net yearly rents and produce of the said premises, unto and amongst such poor people of the parish of Napton aforesaid as the said vicar and churchwardens, and their successors for the time being, should think proper, by two equal half-yearly payments at Christmas-eve and Easter-eve, yearly, and to pay the further sum of 5*s.* out of the said rents unto and amongst the poor of the said parish, as they the said vicar, churchwardens and overseers, and their successors, should think proper, upon the feast-day of St. Thomas the Apostle and Good-Friday in every year.

This messuage, which is but a small cottage, is appropriated by the overseers of the poor to the habitation of parish-paupers, in respect whereof they pay an annual rent of 2*l.* 10*s.*, and keep the house in repair; it appears that the expenses of repairs are considerable, but notwithstanding the rent is deemed low.

The whole of this rent is added to the coal-fund, which is conceived in the parish to be a more beneficial and judicious mode of applying the charity than a distribution in money.

THE REV. COLESTON CARR'S AND OTHER CHARITIES.

The Rev. Coleston
Carr's, and other
Charities.

The Returns to Parliament under the Act of 1786 notice a rentcharge of 4*s.* 8*d.* given by the Rev. *Coleston Carr* for bread to the poor.

This

This gift is also recorded on the Benefaction-table as a charge upon the estate of Mr. James (then Carr), to be distributed on St. Thomas's-day and Good-Friday.

The sum of 4*s.* 8*d.* in respect of this charity is annually received from Thomas Fancourt, the tenant of a farm in the parish of Napton, formerly the property of the Rev. Coleston Carr, now of his three coheireses.

This is added to the coal-fund.

There is also mentioned in the Returns to Parliament a sum of 7*l.* 10*s.* given for bread to the poor, but by whom or when is not specified. The Benefaction-table states it to have been given by persons unknown, the interest to be distributed on St. Thomas's-day and Good-Friday.

It appears that this sum of money was paid into the hands of the present vicar, the 9th July 1793, by Mr. John Cox, and that the interest thereof being 7*s.* 6*d.* was annually added to the coal-fund.

About four years ago it was agreed by the vestry to advance this sum towards a fund for erecting a school-room for the use of a National and Sunday-school, and as a vestry-room, for the parish, and that the interest should be annually paid out of the poors rates. This has been accordingly since done, and the interest being as formerly 7*s.* 6*d.* continues to be added to the coal-fund.

A recent inscription on the Benefaction-table records that Mr. *Joseph Adams*, gave 10*l.* to the poor of the parish, in January 1816, the interest to be distributed on St. Thomas's-day and Good-Friday.

This sum is in the hands of Mr. Richard Harper, the present churchwarden, as appears by a memorandum in the parish-register. He pays 10*s.* annually for the interest, which is also added to the coal-fund, the distribution of which has been already noticed.

PARISH OF RADFORD SEMELE.

MEADOMS'S CHARITY.

On a Benefaction-table in the Church at Radford it is stated, that Mr. *Meadoms* gave 10*l.*, the interest of which was to be distributed annually among poor labourers of this parish, at the discretion of the churchwardens.

This 10*l.* is in the hands of the senior churchwarden, being handed over from each churchwarden to his successor in office, at the interest now of 5*l.* per cent. This interest, amounting to 10*s.*, is paid by the churchwarden to 10 poor labourers, whom he selects, and whose names are inserted in the churchwarden's book.

CHURCH LAND.

The Benefaction-table further states, that at the inclosure of the common-fields of the parish four acres of the new-inclosed ground lying in the late West Field were allotted to the churchwarden, the rent of which is to be applied to defraying the charges incident to the office of churchwarden.

This land is let to William Syres, as yearly tenant, at the annual rent of 16*l.*

In the year 1792 the rent of this land was 1*l.* 16*s.*, in 1793 it was raised to 4*l.*, and in 1819, to 5*l.*; in the last-mentioned year the parish built a dwelling-house, barn and hovel upon the land, at the cost of 172*l.* 19*s.* 8*d.* In consequence of this improvement the rent was raised in 1821 to 15*l.*, and in the following year to the present amount, which is the full value.

Money was borrowed at 5*l.* per cent. for the purpose of making this improvement, and the improved rents are for the present applied to pay off that debt, the charges incident to the office of churchwarden being paid out of the poors-rate till that debt shall be defrayed. The rents will then be applied to the purposes mentioned in the Benefaction-table.

The amount of the debt now remaining to be paid is 117*l.* 13*s.* 8*d.*

PARISH OF SOUTHAM.

TOWN LANDS.

The first account we find of this property is in an inquisition under a Commission of Charitable Uses taken at Southam on the 15th of September, 16th Charles I., whereby it is found that four messuages and half one yard-land of arable, meadow and pasture-ground, known by the name of Town

4 O 2

Lands,

Napton.

The Rev. Coleston Carr's, and other Charities, continued.

Radford Semele.

Meadoms's Charity.

Church Land.

Southam.

Town Lands.

Southam.

Town Lands,
continued.

Lands, lying in the town-fields of Southam, and also five other messuages and one yard-land of arable, meadow, and pasture-ground, also called Town Lands, lying in the town-fields of Southam, were conveyed by divers persons therein named, by two several feoffments, each dated the 26th of March, 38 Eliz. to trustees therein named, and their heirs, in trust, for the relief of the poor of the town of Southam, and towards the repairing of bridges and highways in the said town and parish of Southam; and which lands, by a decree of the Commissioners founded on such inquisition, and dated the 12th November, 10 Chas. I., and confirmed (after exceptions taken thereto) by decree of the Court of Chancery of the 25th November 1650, were directed to be conveyed to new trustees to the uses before mentioned.

By a subsequent decree under a Commission of Charitable Uses filed in Chancery in Hilary Term, 20th and 21st Charles II., it was ordered, that those nine messuages and one yard-land, and a half yard-land of arable, meadow, and pasture-ground, with the appurtenances, called Town Lands, lying within the town-fields and parish of Southam, should be from thenceforth, for ever, employed to and for the relief of the poor of the said parish of Southam, and for the maintenance and repair of the highways and bridges of the town and parish of Southam aforesaid; and forasmuch as by reason of the not renewing of the feoffments it was not known in whom the freehold and title in law to the said premises then remained, therefore it was further decreed by the said Commissioners, that the honourable Fulk Greville, and James Prescott, esquire, should before the 1st of August then next enter upon the said premises, and take seisin of the same, and thereupon by good conveyance should convey and assure the same to the honourable Charles Leigh, and others therein named, their heirs and assigns, to the end that the same might be for ever thereafter employed as before directed, and according to the true intent and meaning of a former decree of Commissioners, and another decree thereupon made in Chancery, and of the now abstracting decree; and that to such conveyance so to be made there should be a terrier or schedule annexed, setting forth the particular ridges, lands, and parcels of ground whereof the said one and half yard-land consisted, or so much at least as should be discovered at the time of making such conveyance. And it was further decreed, that when any four of the persons so named to be new feoffees should die, the surviving feoffees should within six months next after the decease of any four as aforesaid, convey the said premises to the use of themselves, such survivors, and of so many other discreet and fit persons by them to be named as should make up the number seven upon the trusts before mentioned, and that the same course should be from time to time, for ever, observed, so often as there should not be above three feoffees of the said premises living: And it was further ordered, that any one lease of the said messuages, lands, and tenements, should not be made for a longer term than 21 years: And it was further ordered, that the feoffees of the said premises should from time to time permit the rector, churchwardens, overseers of the poor, and surveyors of the highways of the said parish, to collect and take the rents and profits of the said premises, and to employ the same for the said charitable uses; and that they should yearly in Whitsun-week give up to the feoffees of the said premises a true account of all the rents and profits of the said premises by them or any of them received, and how they should have employed the same, and of all arrears remaining in their hands, or in the hands of any of the tenants or occupiers of the said premises, and also how the tenants should have performed the covenants in their leases, and in what repair the messuages should then be, and should pay over to such person as the feoffees then present, or the major part of them should appoint, the overplus of the rents and profits then remaining in their hands, to be employed to and for the charitable and godly uses aforesaid.

By Indenture of Feoffment, dated 26th March 1669, the hon. Fulk Greville, and James Prescott, esq. in pursuance of the last-mentioned decree, conveyed the said premises to the several persons in the said decree mentioned, their heirs and assigns, upon trust, that the said trustees should employ and dispose of all the rents and profits of the premises to and for the relief of the poor of the said parish of Southam, and for the maintenance and repair of the highways and bridges of the town and parish of Southam aforesaid, according to the true meaning of the said decree.

To

To this conveyance there was a schedule annexed, specifying the several parcels composing the said yard and half land lying in the common-fields of Southam.

Southam.
—
Town Lands,
continued.

These trusts have been renewed from time to time by successive conveyances, the later of which have also embraced the charity of Henry Edmunds, and that of the school, of which an account will be found below.

The first deed in which these additions appear is an Indenture of Release, dated 30th May 1765, between Sir Francis Skipwith, bart. the only surviving feoffee of the premises after mentioned, of the one part, and the Right hon. Lord Craven and others of the other part; whereby, after reciting the decree of the 17th January, 20 Charles II. above abstracted, and the Indenture of the 26th March 1669, made in pursuance thereof; and further reciting, that the open and common-fields of Southam had been lately divided and inclosed by virtue of an Act of Parliament of the 33d year of George II., and the commissioners therein appointed, by their award in writing, dated the 7th May 1761, assigned and allotted to the Right hon. Fulwar Lord Craven, and others, the then feoffees of the said hereditaments and premises, in lieu of the said one yard and half land mentioned in the said decree, the allotment after mentioned, containing by statute-measure 49A. 2R. 5P.; and the said commissioners likewise allotted to the said last-named feoffees, in lieu of a quarter yard-land in the said fields theretofore devised by Henry Edmunds, M.A., for the clothing of 10 poor men of the said parish yearly, for ever, one other allotment of land containing by statute-measure 9A. 1R. 15P.; and further reciting the Indenture of Bargain and Sale which will be found abstracted below, whereby the school-premises also were vested in the same trustees; It was witnessed, that the said Sir Francis Skipwith did thereby grant, release, and confirm to the said parties of the second part a messuage or tenement situate in Southam, then divided into four tenements; another messuage, cottage or tenement also in Southam, then divided into three tenements; and seven other cottages or tenements in Southam, and the said new-inclosed allotment of land lying within and being part of the said common and open fields of Southam, in a certain place there, which before the said inclosure was called the South Field, containing as aforesaid; and the said other new-inclosed allotment of land situate also in the South Field, containing 9A. 1R. 15P.; and also the said school-premises as specified in the indenture below abstracted, to hold to the said parties of the second part, their heirs and assigns, upon the trusts after mentioned, viz. as for and concerning the said nine messuages, cottages or tenements, and the first-mentioned allotment, upon trust, to dispose of the rents and profits to and for the relief of the poor of the said parish, and for the maintenance and repair of highways and bridges of the town and parish of Southam, according to the true meaning of the said decree; and as for and concerning the said other allotment of 9A. 1R. 15P., upon trust, to dispose of the rents and profits thereof for and towards the clothing of 10 poor men of the said parish of Southam for ever; and as for and concerning the said school-premises, upon the trusts of the indenture which will be found abstracted below.

The last trust-deed embracing these several premises is an Indenture of Release, dated the 2d June 1824, whereby the premises were vested in Sir Theophilus Biddulph, bart. John Shuckburgh, esq. the Rev. Thomas Ross Bromfield, William Holbech, William Palmer, and Theophilus Biddulph, esqrs., and the Rev. Henry Wilmot Sitwell, their heirs and assigns, upon the respective trusts mentioned in the indenture last above abstracted.

The premises belonging to the trust of the town-lands are at present held under the following leases and yearly tenancies, viz.

- | | |
|--|----------|
| 1. A lease, dated 28th September 1818, from the trustees to William Winkley, of two closes, containing 14A. OR. 19P. and a bay of building at the east end of a barn adjoining to the said closes, together with the use of the thrashing-bay in the said barn jointly with the occupiers of the west end thereof, and also all that part of the yard and rick-yard to the said barn belonging, situate on the north and east parts thereof, as the same was then divided from the other part of the said yard and rick-yard, together with a certain right of way therein mentioned, for 10 years | £. s. d. |
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Southam.

Town Lands,
continued.

		£.	s.	d.
	from 5th April then last, at the yearly rent of 24 <i>l.</i> , payable 10th October and 5th April, with a proviso, that it should be lawful for the lessee during the continuance of the term to erect such buildings as he should think proper, and from time to time to take down and carry away the same, and convert the materials to his own use, if built at his own expense, and without any aid or assistance from the lessors - - - - -	24	-	-
2.	A lease, dated 28th September 1818, to James Turner, of two closes situate in Southam, (containing 15 A. 3 R. 29 P.) and also a bay of building at the west end of the barn, near or adjoining to the said closes, together with the use of the thrashing-bay in the said barn jointly with the occupier of the east end thereof; and also all that part of the yard and rick-yard to the said barn belonging which was on the south and west parts thereof, as the same was then divided from the other part of the said yard and rick-yard, with a certain right of way therein mentioned, for the term of 10 years from said 5th April, at the rent of 27 <i>l.</i> , payable as above mentioned, with a similar proviso as to erecting and removing buildings - - - - -	27	-	-
3.	A lease, dated 28th September 1818, to Riton Wright of three closes of land, situate in Southam, containing 16 A. 0 R. 26 P., with a certain right of way therein mentioned, for 10 years from 5th April then last, at the rent of 29 <i>l.</i> , payable half yearly as above, with a similar proviso for building, &c. as in the foregoing leases - - - - -	29	-	-
All the above parcels of land were let by auction.				
4.	A lease, dated 17th May 1820, to Thomas Brothers, of a messuage or tenement, situate in Southam, for a term of 14 years from 5th April then last, at the yearly rent of 15 <i>l.</i> , payable 10th October and 5th April, with covenant to keep in repair - - - - -	15	-	-
This lease is now vested by assignment, with the consent of the trustees, in George Griffin, who is the present occupier. An allowance of 3 <i>l.</i> a year has for some time past been made to the tenant of this house, upon a representation made by him to the trustees that the reserved rent is too high, and in which, upon examining the premises, they have concurred.				
The following houses in Southam being the residue of the premises belonging to this trust are held by yearly tenants.				
5.	A public-house called the Blue Pig, held by Ann Bates, at the yearly rent of - - - - -	19	19	-
A preceding tenant had new-fronted this house, but it is much out of repair in the interior.				
6.	A house, occupied by Edward Harris, at the rent of - - - - -	9	-	-
7.	Ditto, occupied by Joseph Wilner, at the rent of - - - - -	9	9	-
8.	Ditto, occupied by John Dixon, at the rent of - - - - -	5	-	-
9.	Ditto, occupied by Charles Oldham, at the rent of - - - - -	3	10	-
10.	Three tenements, held by the parish-officers, at the yearly rent of 2 <i>l.</i> , and inhabited by parish-paupers - - - - -	2	-	-
11.	A house, held by the parish-officers, at the rent of 2 <i>l.</i> 12 <i>s.</i> , in the occupation of --- King - - - - -	2	12	-
12.	A house, in the occupation of Robert Godfrey, at the rent of - - - - -	8	-	-
13.	Ditto, in the occupation of John Gardner, at the rent of - - - - -	2	12	-
14.	Ditto, in the occupation of William Billington, at the rent of - - - - -	10	10	-
15.	Ditto, in the occupation of Samuel Goode, at the rent of - - - - -	8	-	-
16.	A house, lately occupied by Timothy Gibbard, and which had been let to him in 1823 at the rent of 5 <i>l.</i> He was, however, permitted to hold it at 3 <i>l.</i> , upon a representation of his poverty made by the parish-officers. He has lately quitted the house, and Wm. Beards has been put in possession of it, but it has not yet been settled what rent he is to pay. Its annual value is estimated at - - - - -	4	-	-
		£.	179	12 -

The houses are generally very old and in bad repair, and the rents now paid seem, on the whole, to be as much as can be reasonably demanded, with the exception of the house (No. 6,) occupied by Edward Harris, which would probably produce a higher rent in consequence of his having laid out a considerable sum of money upon it.

The tenements held by the parish-officers are very poor buildings, and are let to them at the present rents in consideration of their having put them into repair.

The

The disbursements under this trust consist of the following particulars : viz.

An annual payment made to the Rev. Dr. Chandler, the rector, in aid of the schoolmaster's salary, of	£.	s.	d.
Repairs of the houses belonging to the charity, the annual average of which for the last five years has been	30	-	-
Insurance	42	1	-
The expenses of the audit-day, when the trustees dine together, and the tenants attend to pay their rents, and have a dinner given them. This charge has lately amounted to about	2	13	-
A sum is also paid for the use of the poor, which varies somewhat according to the state of the funds, but generally amounts to about	9	10	-
A further sum is paid for the use of the highways, which also varies in amount according to the state of the funds and the exigency of the case. This sum fluctuates from 50 <i>l.</i> to 15 <i>l.</i> The average of the last five years has been	30	-	-
The agent's salary	31	10	-
	5	5	-
	£.	150	19 -

Southam.
Town Lands,
continued.

Besides the foregoing items there are some small expenses attending the collection of the rents, and occasional disbursements for law-expenses in preparing trust-deeds and leases, and other things respecting the management of the property.

The last of these disbursements was a bill paid to Mr. Rolls in 1826, comprising the charges for the last trust-deed, and amounting to 21*l.* 14*s.*

There are no other material disbursements of this description for the last five or six years.

At the audit, held 17th May 1826, there was a balance in the agent's hands of 56*l.* 19*s.* 2*d.* It is wished by the trustees to reserve for some time to come as much of the rents as can conveniently be done, in order to raise a fund for completely repairing or rebuilding such of the houses as are in the most dilapidated state.

The money allotted to the use of the poor is given away at Christmas by the minister and parish-officers, who meet for the purpose, and select the persons who are to receive it, having respect to their characters and circumstances, and apportioning the sums given accordingly. Those only partake who do not receive relief from the parish. Three families containing the greatest number of children are selected to receive a larger sum than the rest, with a view to hold forth an encouragement for industry, and for an endeavour to maintain themselves in independence. Those gifts amount to 1*l.* 10*s.* to each family. The rest receive sums varying generally from 15*s.* to 2*s.* 6*d.*

The money allotted for the repair of the highways is paid over to the surveyor of the highways for the parish, and is appropriated as far as possible to the repair of the roads and foot-paths in the town.

It has been the practice to include in the accounts of the town-lands the rent of the land belonging to Edmunds's charity, now amounting to 14*l.* per annum; and to pay the sum of 10*l.* 10*s.* for coats, in respect of that charity, thus adding the surplus of 3*l.* 10*s.* to the income of the town-lands, and appropriating it to the purposes of that trust. We have suggested that this practice should be discontinued, and that the whole rent of Edmunds's land should in future be applied to the purposes of that charity.

EDMUNDS'S CHARITY.

The Returns to Parliament under Gilbert's Act, 26 Geo. III., state, among the charities of this parish, that *Henry Edmunds* gave by Deed in 1650, and by Will in 1652, land for clothing 10 poor men; and we have seen above, in our account of the town-lands, that the later trust-deeds of that property have included an allotment of 9*A.* 1*R.* 15*P.*, awarded by the Commissioners of Inclosure in lieu of a quarter yard-land in the common-fields devised by Henry Edmunds, M. A. for the clothing 10 poor men of the said parish yearly, for ever.

This allotment is now held by William Pratt, under a lease for 10 years from the 5th April 1818, at the annual rent of 14*l.*, payable half yearly, reserving to the lessors, trustees of the town-lands, free liberty of ingress, egress and regress, on the south side of the close thereby demised, for them and their

Southam.
 —
 Edmunds's Charity,
 continued.

tenants occupiers of the said estate, with a power to the lessee to erect and take down buildings, similar to that comprised in the leases of the town-lands.

This lease was granted at auction, and the rent appears to be the fair value.

We have already adverted to the practice which has prevailed of adding this rent to the income of the town-lands, and paying thereout a sum of 10*l.* 10*s.* annually, for the purchase of coats on account of Edmunds's charity.

In respect of the 10*l.* 10*s.* thus paid, coats and linen are provided in alternate years for 10 poor men, and coats every year for eight poor boys, who are appointed to receive them by the minister and parish-officers. It was till lately the custom that the same 10 men should receive these gifts every year, but it has been thought expedient of late, as the persons contained in the list have died, to make fresh appointments for the vacant gifts every year, and which course it is proposed to pursue, as vacancies take place, with a view to render the charity more generally beneficial.

The cost of the mens coats at 2*s.* 6*d.* a yard, with making, amounted in 1825 to 6*l.* 17*s.*; that of the boys, at 2*s.* 9*d.* a yard, to 3*l.* 13*s.* In 1826, linen for, and making, 20 shirts for men cost 5*l.* 19*s.* 4*d.*; and eight coats for boys, at 2*s.* 10*d.* a yard, 4*l.* 10*s.* 8*d.*

THE SCHOOL.

The School.

By Indenture of Bargain and Sale enrolled, dated 6th April 1762, between the Rev. Thomas Williams, of Napton-upon-the-Hill, clerk, and William Daniel, of Southam, and Daniel Mauder, of the same place, of the one part, and the right honourable Fulwar Lord Craven, Baron of Hamstead Marshall in the county of Berks, Sir William Wheler, bart., Sir Thomas Skipwith, bart., Charles Palmer, esq., and John Harvey Thursby, esq., of the other part; reciting, that the said parties of the second part were feoffees of the lands and estates theretofore given for the relief of the poor of Southam, and for the maintenance and repair of the highways and bridges within the town and parish of Southam, and that the said parties of the first part were seised in fee-simple of and in the south-west or upper part of an inclosed pasture-ground, and also of and in a close or meadow inclosed, and rick-yard thereto adjoining, with the appurtenances, in Southam aforesaid; and were minded and desirous to found and establish a charity-school in the said parish of Southam, from thenceforth to be and continue for ever, for the educating and instructing of the children of the poor inhabitants of Southam in the principles of the Church of England, and in reading, saying the catechism, knitting, spinning, working plain-work, and other proper and useful learning for poor children, and for buying books for their improvement, and for that end to convey the said premises to the said parties of the second part, upon the trusts and subject to the rules after mentioned; It was witnessed, that the said parties of the first part did thereby bargain, sell and confirm to the said parties of the second part, their heirs and assigns, all that south-west or upper part of an inclosed pasture-ground, with the appurtenances, lying in Southam aforesaid, as the same was then separated and divided by a new quickset hedge from the other part thereof, called the north-east or nether part, then the sole property of the said William Daniel; and also all that close or meadow inclosed, and rick-yard thereto adjoining, with the appurtenances, in Southam aforesaid, lying eastward, and adjoining to a ground then in the occupation of Richard Lindon, with full liberty of ingress, egress, and regress, to the said parties of the second part, to and from the said meadow, with teams, carts, carriages, and all manner of cattle, through the gate adjoining to the sheep-pens in the said inclosed pasture-ground, and so over the said north-east or nether part thereof, by the hedge-side through the rails leading into the said rick-yard, together with the privilege of a footway for ever, out of the said thereby bargained and sold south-west or upper part of the said pasture-ground, into the said rick-yard, over the new stile fixed in the new quickset hedge, and so across the other part of the said pasture-ground by the pool-side; and also the free use of the said sheep-pens jointly with the said William Daniel, his heirs and assigns, being at one half of the charges in putting and keeping the same in repair from time to time, as often as the same should want repair, reserving to the said William Daniel, his heirs and assigns, full liberty of ingress, egress and regress from time

Southam.

The School,
continued.

time to time to and from the said north-west or nether part of the said inclosed pasture-ground and meadow thereto belonging, with teams, carts, carriages, and all manner of cattle, in, by, and through the gate leading out of certain inclosed ground formerly common, in Southam, called the Holt, into and over the said south-west or upper part of the said inclosed pasture-ground by the hedge-side, and through the gate adjoining to the said sheep-pens, and also the privilege of a footway from the said gate leading out of the said holt, across the said thereby bargained and sold premises, over the said new stile fixed in the said new quickset hedge; to hold to the said grantees, their heirs and assigns, for ever, subject to a chief-rent of 2*s.* 4*½d.* to the chief lord of the fee, upon trust, to pay and apply the rents and profits thereof for and towards the supporting of a charity-school within the said parish of Southam, and the maintenance of a schoolmaster and schoolmistress, or one of them there, for the educating, teaching and instructing such a number of the children of the poor inhabitants of the said parish of Southam as they the said trustees and their successors, or the major part of them for the time being, should think proper, in the principles of the Church of England, as by law established, and in reading, saying the catechism, knitting, spinning, working plain-work, and other proper and useful learning for poor children, and for and towards the buying of proper books for the improvement of the said children, and for the better supplying the said school with an able and fit schoolmaster or schoolmistress, or both of them, and for placing poor children in the said school, and likewise for visiting the said school, and the schoolmaster and schoolmistress thereof, and for preventing and punishing all neglects, as well of the said schoolmaster and schoolmistress, as of the poor children placed therein; and it was thereby ordered, that the said trustees and their successors should at all times have the full management of the said charity-school, and that the poor children, and the schoolmaster and schoolmistress thereof, should from time to time be elected and placed in the said school by the said trustees, and should be at liberty to take any other scholars into the said school besides the said poor children, and to take such salaries or rewards for teaching them as such schoolmaster or schoolmistress should think proper; and it was further ordered, that the said poor children should from time to time be chosen out of the children of the inhabitants of the said parish of Southam; and it was further ordered, that the said trustees, or so many of them as conveniently could, should once in every year, to wit, at the yearly meeting in Whitsun-week for the inspection of the accounts of the said other charity-lands and estates, inquire of and examine into any neglects, miscarriages, or irregularities of the schoolmaster or schoolmistress of the said school, or of any of the poor children there, and make such reasonable bye-laws, statutes and ordinances, as to such trustees then present, or the major part of them, should seem meet, for the better management and promoting of the said charity-school, and the better government of the said master and mistress, and the poor children; and that it should be lawful for the trustees present at such meeting, or the major part of them, for any gross offence, miscarriage, or irregularity or neglect, to deprive and remove or to suspend the schoolmaster or mistress of the said school, or to expel any of the said poor children; and it was further ordered, that the said trustees, present at such meeting, or the major part of them, should nominate and appoint three or more substantial persons to be their cashiers or deputies for the year ensuing, who should have power, under the direction of the said trustees, to inspect into, overlook and take care of the said charity-school, and to see that the same was properly managed and attended by the master and mistress thereof, and also to receive and get in the rents and profits of the said premises, and to pay and apply the same to the purposes of the said charity, and that such cashiers, deputies or inspectors, should at the next yearly meeting of the said trustees, give to them in writing a true and just account of what money they had received, and how they had applied the same, and what should be then remaining in their hands, and should then pay over to such person or persons as the said trustees should appoint the overplus of such money then remaining in their hands to be applied for the uses aforesaid; and it was further ordered, that proper books should be provided and kept by the said deputies and inspectors, or one of them, wherein should be entered the names of all such poor children as should be admitted into the said school,

Southam.

The School,
continued.

together with the times when they were respectively chosen, and their respective ages at the time of their admission, and the names of such as should be removed or depart from the school, and the respective times of such removal or departure, in which books should also be entered the yearly accounts, and the minutes of the several yearly meetings of the said trustees, and all such rules and orders as should from time to time be made touching the said school; and also all acts which should be done by the trustees in relation to the said school, which books should remain in the possession of the said deputies and inspectors, or one of them, and should be always ready to be produced and shown to the said trustees, or any of them, upon reasonable notice; and after reciting, that by a decree recorded in the court of Chancery, founded upon the statute of Charitable Uses, and dated 14th January, 20 Chas. II., it was decreed that new trustees of the charity-lands therein mentioned should be appointed in manner therein specified, It was further witnessed, that the said new trustees for the said charity-lands in the said decree mentioned should be for ever after trustees for the said charity-school, and of the said lands and premises thereby granted for the support and maintenance thereof, and to that end that the surviving trustees should convey the said premises to the new trustees within the time prescribed in the said decree, upon the trusts therein-before mentioned.

In pursuance of this last-mentioned provision these premises have been included in all subsequent conveyances of the town-lands to new trustees, as has been seen above in our account of that property.

The premises granted by the foregoing indenture are at present held by Edward Tomes, under a lease, dated 29th May 1806, whereby they were demised to him by the description of two closes of meadow or pasture-land situate in Southam, containing 27 A. 0 R. 6 P., for the term of 21 years from 5th April then last, at the yearly rent of 30*l.* 16*s.* 2*d.* payable on the 10th October and 10th April by even portions.

This rent was fixed on the valuation of a surveyor, but it is probable that it will bear a considerable increase when the lease expires. The annual value of the land is stated to be now from 30*s.* to 40*s.* per acre.

Out of this rent 20*l.* a year is paid to the minister, and is applied by him, together with 30*l.* from the rents of the town-lands, in aid of the salaries of the master and mistress of, and the expense of providing books and other necessities for, a national school, which has for some years been established in the town, and to which all the poor children of the parish have access. Three annual pensions of 2*l.* 10*s.* each have from the year 1817 been paid to three schoolmistresses, to whom, before the establishment of the national school, the children were sent for education by the trustees of this charity. 1*l.* 10*s.* 4*d.* is paid for land-tax, and 1*s.* 8*d.* for receipt-stamps. These disbursements leave an annual surplus upon the present income of 1*l.* 14*s.* 2*d.*

Under the former mode of administering the charity the annual excess of income appears to have in general somewhat exceeded this amount. The salaries of the three schoolmistresses amounted to 22*l.*, but there were some further occasional payments for extra teaching, and other expenses attending the schools. Of the surpluses thus remaining no specific appropriation has been made. They have in general been kept in hand till the amount has been sufficient to allow of their being applied to some purpose which the trustees have deemed beneficial, but which does not always appear to have been strictly compatible with the trusts of the charity. In the year 1816, out of a balance of 24*l.* 7*s.* 7*d.* then in the hands of the trustees, 10*l.* was paid in aid of a fund for supporting a library for lending books to the poor of Southam, and 10*l.* was transferred to the account of the town-lands, to meet, as it seems, some excess of expenditure on that fund. At the annual audit in May 1826, there was a balance in hand of 14*l.* 15*s.* 3*d.*

When the pensions paid to the schoolmistresses shall fall in, and the increase of rent, which may be reasonably demanded upon the expiration of the present lease, shall be obtained, it will behove the trustees to adopt some plan for the permanent application of the large surplus income they will then possess, in furtherance of the objects of the charity.

ALICE GOODE'S CHARITY.

In the Returns under Gilbert's Act in 1786 it is stated that *Alice Goode*, by Will, in 1727, gave for bread to poor widows 5*l.*, which at the time of the Returns was in the hands of the churchwardens and overseers, rendering an annual interest of 5*s.*

There is a sum of 5*l.* now in the hands of Mr. John Charles Oldham, a watchmaker, in Southam, which is supposed to be the gift of Mrs. Goode, and for which he pays 5*s.* a year interest. This is given away in bread by the churchwardens on St. Thomas's-day, at the church to poor widows of the parish. Mr. Oldham received the money when churchwarden, and regularly pays the interest, but has not given any security.

Southam
—
Alice Goode's
Charity.

PARISH OF STOCKTON.

SMITH'S CHARITY.

William Smith, by a codicil to his Will, dated 23d August, 10 Queen Anne, reciting that he had by his will devised to his nephew John Smith all his messuages, lands, tenements, and hereditaments whatsoever, charged his said messuages, lands, and premises, into whosoever hands they should come, with the payment of the several yearly sums following, viz. the yearly sum of 4*s.* to the poor of each of the parishes of Dunchurch, Bourton, Leamington, Birdingbury, Grandborough, Stretton-upon-Dunsmoor, Stockton, Nether Shuckborough, Bilton, and Long Lawford, to be paid for ever on Easter-day to the churchwardens and overseers of the poor of the said several parishes, to be by them laid out in bread, and distributed among the poorest people of the said several parishes.

Stockton.
—
Smith's Charity.

These several annuities, amounting together to the sum of 2*l.*, are paid out of a farm situate in Thurlaston, in the parish of Dunchurch, and in Kites Hardwick, in the parish of Leamington Hastings, at present occupied by Henry Sutton, and the property of Major Hervey Smith, a descendant of the donor. The payment is made to a baker of Thurlaston, who delivers four shillings worth of bread to the several parishes above enumerated on or before Easter Sunday in every year.

In the parish of Stockton the bread is received in threepenny loaves, and distributed by the churchwardens on Easter Sunday at the church, under the superintendence of the rector, among the most deserving poor of the parish.

CHURCH ALLOTMENT.

Upon the inclosure of the common-fields of Stockton in the year 1792 there was awarded to the churchwardens of the parish of Stockton, in lieu of several green slades commonly called Church Meers, or Slades, lying dispersed over the said common-fields, without any right of common, and in lieu of all rights, property and interest in the land directed to be divided and inclosed, a plot of land, lying in Long Highlands, containing 13*A.* 2*R.* 4*P.*, bounded on the south-east by a public carriage-road leading from Southam to Dunchurch; the fences for inclosing which said allotment against the new inclosures of Long Itchington and the common-fields of Birdingbury, and on the south-east against the said public carriage-road, it was directed by the commissioners should be made and maintained by and at the expense of the churchwardens of the parish of Stockton.

Church Allotment.

It is unknown from what source the lands were derived, in respect of which this allotment was made, but the rents appear to have been always applied to the repairs of the church.

Some time after the awarding of this allotment, it was discovered that it contained a rock of lime-stone, which was thereupon sold, a small part to the Warwick and Napton Canal Company, for the sum of 52*l.* 10*s.* and the residue to Messrs. Tomes and Handley, of Warwick, for 885*l.*

Stockton.
 Church Allotment,
continued.

The lime-rock was exhausted, and the works consequently ceased, about seven or eight years since; but it appears that the land, being about nine acres of the allotment, was so much injured by these works, that it has not yet been possible to restore it to a state of cultivation, its only product at present being coltsfoot and thistles.

It is now occupied by Henry Serjeant, as yearly tenant, at the annual rent of 2*l.* 10*s.*, which is the best advantage that the parish have been able under the circumstances to make of it.

The residue of the allotment, containing 4*A.* 2*R.* 24*P.* being required for the purposes of the Warwick and Napton Canal Navigation, was conveyed to the company of proprietors of that concern by the Rev. William Hodgson, rector, and William Cowden and John Warner, churchwardens, of Stockton, as trustees of Stockton Church-land, by Indenture, dated the 20th March 1798, in consideration of the annual rent of 9*l.* 6*s.*, which the said company thereby covenanted to pay to the said rector and churchwardens and their successors for ever.

This rent is duly received, and is applied together with the 2*l.* 10*s.* above mentioned to the church-account.

Of the money received for the lime-stone, all but 440*l.* was immediately laid out in effecting some substantial repairs and improvements to the parish-church, and the remaining 440*l.* was committed to the hands of the Rev. William Hodgson, rector, and Edward Goode, and Joseph Olorenshaw, churchwardens, of Stockton, and Joseph Eagle, Thomas Cleaver, Edward Cooper, Robert Atkins, William Shettle, and William Whittington, all inhabitants of the said parish, on trust, to invest it in their names in the purchase of some of the parliamentary stocks, or public funds, or upon real security in England, and to apply the interest, dividends, and annual produce thereof, or so much thereof as they should think fit, at their sole discretion, in the first place in or towards repairing and supporting the parish-church of Stockton, and the roof, windows, doors, and every other part thereof, save the chancel, when and as often as need should require, and to apply the residue or overplus of the said interest, dividends, and produce, after repairing or contributing to the repair of the said church, in and towards providing and supporting a discreet schoolmaster of the Church of England, for instructing the children of the inhabitants of the said parish in reading, writing and arithmetic, which schoolmaster should from time to time be appointed by the trustees, and be removable by them, or by order of vestry of the said parish.

A Deed-poll declaratory of these trusts, dated 5th April 1804, appears to have been executed by the several parties above named, in which it is recited, that the money was thus intrusted to them in pursuance of the unanimous resolution of the inhabitants of the parish, at a vestry-meeting held on the 10th February preceding.

This deed was afterwards cancelled (but at what time does not appear) by cutting off the part to which the seals and signatures were set, and (the 440*l.* having been in the mean time reduced to 400*l.* by further disbursements on the church) by another Deed-poll, dated 18th September 1807, under the hands and seals of the Rev. Charles Crane, rector of Stockton, the Rev. William Wheeler, of Leamington Hastings, clerk, the Rev. John Biddulph, of Burbury, clerk, and the Rev. Thomas Ross Bromfield, of Napton, clerk, reciting an indenture of assignment of the same date, whereby a messuage and two closes of land situate in Stockton were assigned to the parties to that deed for the residue of a term of 1000 years, for the securing the payment of 400*l.* with interest; and further reciting, that the said 400*l.* arose from the sale of a quantity of lime-stone dug out of a plot of land in the new inclosure of Stockton, which at the time of the said inclosure was awarded to the churchwardens of the said parish in lieu of several green slades, &c. the rents whereof were usually applied in repairing the parish-church of Stockton; and further reciting, that the said parish-church had lately been put into so complete a state of repair that it was supposed that the rents and profits of the said plot of land would be amply sufficient to keep the same church in repair; and a school for the instruction of the children of the inhabitants of Stockton being much wanted there,

and

and the said Charles Crane having proposed to convey to proper trustees a house or building in Stockton, for the purpose of its being converted into a school for the use of the said inhabitants, it was, at a vestry-meeting of the said inhabitants, held on 1st April then past, pursuant to notice, unanimously resolved and agreed, that the mortgage of the said premises should be forthwith assigned over to the same trustees, to apply the interest thereof as a salary to the schoolmaster, and that the said parties to that deed-poll should be the trustees, with power of appointing new ones; They the said parties to that deed did thereby acknowledge and declare that they would stand possessed of the said sum of 400*l.* upon the trusts following, viz. upon trust, to invest the same in their names in the purchase of some of the parliamentary stocks, or public funds of Great Britain, of a permanent nature, or upon real security in England, and upon trust, to apply the dividends and produce thereof in and towards providing and supporting a discreet schoolmaster of the Church of England, for teaching the children of the inhabitants of the said parish in reading, writing, and arithmetic, which schoolmaster should from time to time be appointed by the trustees for the time being, and be removable by them; provided, that when any of the said trustees should die, or be desirous of being discharged from, or decline, or become incapable to act in the trusts, then and in every such case, when the trustees should be reduced to one, such survivor should by writing, under his hand, to be attested by two or more credible witnesses, substitute some other fit persons, being the resident incumbents of the said parishes of Stockton, Burbury, Leamington Hastings, and Napton, or other parishes adjoining or near to the said parish of Stockton, or principal owners of lands in the said last-mentioned parish, to be trustees in the stead of the trustees so dying, &c. in conjunction with the survivor, and the said trust-property should be thereupon accordingly vested in such new trustees.

By Indenture of Bargain and Sale enrolled, of even date with the deed last above abstracted, between the Rev. Charles Crane, rector of Stockton, of the one part, and the Rev. William Wheeler, the Rev. John Biddulph, and the Rev. Thomas Ross Bromfield, of the other part, the said Charles Crane granted and conveyed to the said parties of the second part, and their heirs, to the use of himself and them, a building of brick and stone, situate at Stockton, in front of the dwelling-house of one Emanuel Whitehead, with which it was used as a stable, and a plot of ground whereon the said building stood, being part of a garden and fore-yard belonging to the said Emanuel Whitehead, containing in length from north to south, and adjoining the public street, 32½ feet, bounded on the east, or north-east, by the public street of Stockton, upon trust, to stand possessed of the said premises, and from time to time receive the rents and profits thereof, and apply the same, or so much thereof as they should think fit, at their sole discretion, in and towards providing and supporting a discreet schoolmaster of the Church of England, for teaching the children of the inhabitants of the said parish of Stockton in reading, writing, and arithmetic, which schoolmaster should be appointed by the trustees, and be removable by them at their will and pleasure; with the like power for appointing new trustees as is contained in the deed last above abstracted.

It appears from the purchase-deed of this house, dated 14th September 1807, that the consideration-money given for it by Mr. Crane to Emanuel Whitehead, from whom he purchased it, was 26*l.* 5*s.* Some further monies being necessary to fit it up for the purposes of a school, they appear to have been advanced by the parish to the amount of about 60*l.*

The mortgage assigned to the trustees by the deed of the 18th September 1807 having been paid off, the 400*l.*, was laid out in the purchase of two closes in the parish or precincts of Napton-upon-the-Hill, the one containing by admeasurement 4*a.* 1*r.* 37*p.*, abutting towards the east and south-east on inclosed ground lately purchased of Thomas Ross Bromfield by the Governors of Queen Anne's Bounty, and the other, containing by admeasurement 3*a.* 0*r.* 38*p.* abutting towards the north upon the said first-mentioned close, towards the east by the close so purchased of the said Thomas Ross Bromfield by the said Governors of Queen Anne's Bounty, and towards the west by land belonging to the Company of Proprietors of the Warwick and Napton Canal

Stockton.

Church Allotment,
continued.

Stockton.
 Church Allotment,
continued.

Navigation, which said premises were by indentures of Lease and Release, dated the 23d and 24th October 1812, conveyed by the Rev. Thomas Ross Bromfield, the vendor, to the Rev. William Wheeler, the Rev John Bidulph, and the Rev. Charles Crane, their heirs and assigns, to their only use and behoof.

The parties to whom these closes were thus conveyed were, it will be observed, three of the trustees appointed by the deed of the 18th September 1807, Mr. Bromfield, the vendor, being the fourth; but in this conveyance they are not described as trustees, nor is any mention made of the previous or any other trusts.

The two closes thus purchased, containing together 7A. 2R. 27P. are at present held by John Hudson, under a lease for seven years from Michaelmas 1824, at the annual rent of 12*l.* which was the highest that could be obtained upon a letting by tender.

This rent is paid to a schoolmaster, who engages to teach 33 boys and 19 girls upon the National System. At the time of our inquiry in September 1826 he had about 25 scholars of both sexes. The school is kept in the house given by Dr. Crane, the late rector, and fitted up for the purpose at the parish expense, as we have stated above.

It has been communicated to us that the appropriation of this rent to the use of a school is disapproved by the greater part of the present inhabitants of the parish, as being at variance with the immemorial, and it must therefore be presumed legitimate, application of the rents of the lands, from the produce of which this newly-acquired land is derived, to the repairs and other uses of the church; and as we concur in this opinion, we have felt ourselves called upon to apprise the trustees that they cannot with propriety, under existing circumstances, persevere in the present course of appropriation.

PARISH OF UFTON.

DONOR UNKNOWN.

Ufton.
 Donor Unknown.

It is stated in the returns of 1786 that a rentcharge of 8*s.* a year, the gift of some unknown benefactor, was payable to the poor of Ufton, by John Atkins, Richard Jeacock, and — Powell.

From the churchwardens book of this parish it appears that the sum of 8*s.*, called Bascot Money, was formerly received from the owners of some cottages and buildings in Bascot, which is a village in the parish of Long Itchington. In the year 1759, being the first year in which this payment appears, it is stated to have been received in the following proportions, viz. from Mr. Buckerfield, 5*s.*; Philip Hopkins, 2*s.*; Richard Jeacock, 1*s.* These sums were afterwards paid by the persons mentioned in Gilbert's Returns, viz. John Atkins, 5*s.*; Richard Jeacock, 1*s.*; and Mr. Powell, 2*s.* The payments continue till 1795, from which time the payment of 5*s.* by Atkins is discontinued, but the other two payments are continued till 1803, since which period nothing has been received.

It is stated that Atkins and Powell were possessed of property in Bascot, which was afterwards purchased by Mr. Edward Reading, of Leamington Hastings, and is now vested in trustees for the benefit of his grandson. We have communicated with the trustees upon the subject of this charge; but as the evidence in support of it is undoubtedly weak, they have not felt themselves warranted in allowing it. Thomas Jeacock, the son of Richard, expresses his readiness to pay the 1*s.* a year, heretofore paid by his father, and also the arrears now due.

PARISH OF WESTON-SUB-WETHERLEY.

HANCOX'S AND SIMSON'S CHARITIES.

The Returns to Parliament under Gilbert's Act record a gift of 30*l.* in money, by *Richard Hancox*, but at what date, or by what instrument, was unknown; and it is stated to have been at the date of those Returns vested in the churchwardens and overseers, yielding 1*l.* 4*s.* annually. The same Returns record a further gift of 10*l.* by *Daniel Simson*, by Will, in 1770.

Weston-sub-
Wetherley.
—
Hancox's and
Simson's Charities.

It is understood in the parish that these two sums were respectively placed out at interest, which interest not having been regularly paid at length accumulated so as to amount, together with the principal, to the respective sums of 48*l.* and 22*l.*, making together the sum of 70*l.* This sum was in the year 1808 advanced to Edward Steane, of Eathorp, in the county of Warwick, butcher, on mortgage of a messuage, cottage or tenement, close or croft, garden and premises, situate in Eathorp, then in the occupation of the said Edward Steane, at five per cent interest.

The interest, amounting to 3*l.* 10*s.* is received from Mr. Steane, and is given away in bread to the poor of the parish, allowing to each parent of a family a shilling loaf, and to each child a sixpenny loaf. It supplies the poor with bread at this rate for two successive Sundays.

CHURCH LAND.

Upon the inclosure of the common-fields, which according to an entry in the churchwardens books is supposed to have taken place about the year 1776, but the award is not found at the office of the clerk of the peace, an allotment was awarded in lieu of other land, the rents of which had been immemorially applied towards the repair of the church.

Church Land.

This allotment lies at the south-east corner of a field belonging to Mr. Leigh, of Stoneleigh Abbey, called Ban Furlong, in the occupation of Mr. John Sammons. The field is bounded on the east by a small runlet of water, dividing the parishes of Weston and Wappenbury, and on the south by the road leading from Warwick to Rugby. The extent of the church-piece from east to west on the south side is marked by a dead fence, but on the west and north sides it lies open to the rest of the field, and its boundaries are not known. Mr. Sammons, and his father before him, have held it for many years. He pays the churchwardens an annual rent of 16*s.* which is carried to the churchwardens account. About 1812 the rent was raised to 1*l.* a year, but it was reduced to its present amount about two years ago, being that which was paid before it was so raised.

PARISH OF WHITNASH.

CHAMBERLAINE'S CHARITY.

Nicholas Chamberlaine, of Bedworth, in the county of Warwick, clerk, by Will, dated 4th July 1715, gave, after the term of five years next after his decease, his estate at Alveston, to Chamberlaine, son of Thomas and Mary Allatt, and the heirs-male of his body, and for want of such heirs, to the heirs-male of his mother Mary Allatt, for ever; only his will was, that the said Chamberlaine Allatt, and his heirs and assigns for ever, should pay on St. Thomas's-day yearly the sum of 40*s.* to the use of the poor of Whitnash, the place of his nativity, to be disposed of by his the testator's relations there, towards teaching poor children to read; and when his relations should be extinct, then to be paid to the churchwardens of Whitnash aforesaid for the time being, for the use aforesaid, and to be continued for ever.

Whitnash.
—
Chamberlaine's
Charity.

The estate at Alveston subject to this annuity is now the property of the Rev. Robert Barnard, who has recently purchased it from Sir Grey Skipwith, and who will in future pay the annuity.

Whitnash.
Chamberlaine's
Charity,
continued.

Sir Grey Skipwith had been in possession of the estate 11 years, but not being aware of the charge, and having received no application for payment, had not made any payment in respect of it during that time. He has since paid 10*l.* to the churchwardens, which they have consented to accept in satisfaction of the arrears.

There is no evidence of any payment having been made in respect of this annuity for the last 60 years. It is proposed to make it the foundation of a Sunday-school in the parish.

COUNTY OF YORK.

NORTH RIDING.

WAPENTAKE OF RYEDALE:

Parish of Old Malton :

The Free Grammar School.
Spencer's Dole.
Poors Stock.

Borough of New Malton :

Rentcharge.

COUNTY OF YORK, NORTH RIDING

WAPENTAKE OF RYEDALE.

PARISH OF OLD MALTON.

THE FREE GRAMMAR-SCHOOL.

ROBERT HOLGATE, Archbishop of York, by an Instrument under his hand and seal, bearing date the 4th May 1547, reciting that King Henry the Eighth by letters patent, dated the 24th of October in the 38th year of his reign, had granted him licence to establish a grammar-school within the close of the cathedral-church of York, another in Hymsworth in the county of York, and another in Old Malton, the schoolmasters whereof should every of them be incorporated according to such ordinances as should be made by him the said archbishop ; and further, to give lands and tenements to the said schoolmasters and their successors, and particularly to the schoolmaster of Old Malton, and his successors, lands and tenements of the clear yearly value of 20*l.*, declared that he thereby established a free-school of grammar in Old Malton, and a master thereof to teach grammar and other sciences and godly learning freely, without taking any stipend or exaction of the scholars ; and he ordained that the Archbishop of York and his successors, should have the nomination of the master of the school ; and in case he should not grant the mastership within 20 days after avoidance, the dean and chapter of the cathedral-church of York should have the gift of the office for that time, so they grant the same within 20 days next after the 20 days appointed to the archbishop ; and if neither the archbishop nor dean and chapter should grant the office within the said forty days, then that the archdeacon of Cleveland, with eight of the honest and best householders in the parish of Old Malton, or the more part of them, the archdeacon to be one, should have the nomination for that time, so that they give the office within 15 days next after the 40 days ; and that if they should not appoint within the 15 days, then that thirteen of the best and most honest householders of the parish of Old Malton, or the most part of them, should for that time have the gift of the office : And he further ordained, that the schoolmaster should be versed in the Hebrew, Greek and Latin tongues, and should teach the same to the scholars most fit for the same, according to his discretion ; and chiefly he ordained that the schoolmaster should have good knowledge in the Latin tongue and grammar, and should duly read and teach grammar and good authors of the Latin tongue, and authors translated into Latin to the scholars as they should be able to receive the same ; and that he should have an usher under him to teach such children and scholars of the lowest forms, as should be appointed to him by the master ; and that the master should yearly pay to the usher 4*l.* towards his living ; and should have the election of the usher, but should not deprive him of his place except for reasonable cause, to be allowed of by the Archbishop of York, or the other persons to whom the gift of the mastership was thereby appointed, or seven of them at least ; and

Old Malton.

—
The Free Grammar
School.

Old Malton.

The Free Grammar
School,
continued.

that if any usher at the avoidance of the schoolmastership should be able to teach the school according to the meaning of that instrument, he should be nominated, and none other, to the office of master; and if he should not be fit for the office it should be given to one of the ushers of the free-schools of Hymsworth, or in the city of York, who should be most fit: And he further directed that the schoolmaster should diligently apply himself to teach grammar and other knowledge in the school during the hours and times therein mentioned, and should read prayers to the scholars; and that every Sunday and holiday the scholars should sit in some convenient place in the parish-church of Old Malton, before or near to the master; and that if the schoolmaster should be a common drunkard, or should not pay all sums of money as he was limited to pay, according to the meaning of that instrument, or should be negligent in teaching, or incapable of keeping the school, then upon such certificate made and oath taken, and after such admonitions given as therein mentioned, the office of schoolmaster should be void, and should be filled up afresh: And he further ordained, that the schoolmaster and his successors should not demise the lands and tenements to be given for the school, or any part thereof, for more than 12 years; nor make any new lease during the continuance of any old lease; nor raise the rents above the yearly value then paid, as by a rental and schedule stated to be thereunto annexed should appear: and that the schoolmaster on every lease should only take such fines and gross sums as in the rental should be expressed; all which gross sums and fines he ordained should be kept in the manner therein mentioned, and employed for the necessary charges for the lands and tenements, and the costs and charges of those that should labour for the execution of the foundation, and for the reparations of the school-house, and the necessary maintenance of the school: And he ordained that the schoolmaster should pay yearly unto the person to be appointed to play upon the organ in the parish church of Old Malton 40s.; and that the master of the school, the farmer of the Grainge House of Old Malton, and six of the most substantial householders of the parish, should have the nomination of the organist; and that the schoolmaster should yearly pay unto the person appointed to play on the organ, and keep the choir in the parish-church at Walton in the county of York, 4*l.*, which person should be appointed by the curate and twelve of the best householders in the parish of Walton: And he further ordained, that when there should be 10*l.* in the stock limited for maintenance of that foundation, and repairs of houses, according to the meaning of that instrument, all the rest and surplusage should be bestowed upon the necessary mending of the highways, and to the help and succour of poor and impotent persons born in the said parish, or who should have been residing in the parish, by the discretion of the schoolmaster, the curate, and the farmer of the Grainge House for the time being, or one of them, with four of the most honest and substantial housekeepers in the parish of Old Malton: And he further ordained, that it should be lawful to grant the office of schoolmaster, as well to lay persons, married or unmarried, as to priests or others within orders; and that if there should be no organs in the parish-churches of Old Malton and Walton, or no person to be had for the yearly sums before appointed to play upon the said organs, then such sums should be yearly bestowed, 40*s.* by the schoolmaster, the curate of the parish-church of Old Malton, and the farmer of the Grainge House, with the churchwardens, or the most part of them, of whom the schoolmaster, curate, or farmer, should be one, to the poor and impotent people of the parish of Old Malton, upon Good-Friday and All Souls Day, and 40*s.* to the poor and impotent persons of the parish of Walton, upon Holy Thursday and All Souls Day; and he further ordained, that the master and his ushers should cause their scholars and every of them to use and exercise writing of their Latins and lessons of their own hands; and that neither the master nor the usher should be bound to teach any scholar but only such as could read, but should either weekly or daily, by the discretion of the master and his successors, appoint some of their scholars to hear and to teach them.

The concluding part of this instrument is in the following words, "In witness whereof, I, the said archbishop, to all the four parts of this foundation, that is to say, one part remaining with said archbishop for me and my successors; to the second part remaining with the dean and chapter of York and their successors; to the third remaining with the archdeacon of Cleveland,

and the honest householders of the said parish of Old Malton; and to the fourth part to remain with the aforesaid Thomas Norman, schoolmaster of the said school, and his successors, have set my seal, and subscribed my name, the 4th day of May, in the first year of the reign of our sovereign Lord Edward the Sixth, by the grace of God, of England, France and Ireland, king, defender of the faith, and in earth of the Church of England, and also of Ireland the sumprime head, and in the year of our Lord 1547.—Robert Ebor.”

Old Malton.

—
The Free Grammar
School,
continued.

The above abstract of the deed of foundation is taken from a copy in the possession of the schoolmaster. There are also copies remaining in the custody of the Archbishop of York, and of the dean and chapter of York, but we have not met with the originals. None of the copies have any such rental or schedule annexed to them as is referred to in the body of the instrument: with regard however to the property with which the school was endowed, it appears from the copy of a deed of feoffment, dated the day after the date of the instrument of foundation, that archbishop Holgate, by that deed of feoffment, after reciting the letters patent of king Henry the Eighth, granted to Thomas Norman the master of the school a messuage, called the Manor House, in Yeddingham, in the county of York, then late belonging to the dissolved priory of Yeddingham, with two gardens or closes, and the demesne lands called Mantilhill, and all other the lands and appurtenances thereto belonging in Yeddingham, which the archbishop had purchased from the king, as appeared by letters patent, dated the 26th June in the 35th year of his reign, and then of the annual value of 40*s.*; and also his rectory of Yeddingham, with its appurtenances, late belonging to the said dissolved priory, and the tithes of corn of five oxgangs of land within the fields of Yeddingham, and his moiety of the tithes of corn of West Heslerton in the county of York, parcel of the said rectory, late belonging to the said dissolved priory; and also the advowson and right of patronage of the vicarage of the church of Yeddingham; (which rectory and tithes, with the appurtenances, had been purchased by the archbishop when bishop of Llandaff, as appeared by letters patent, dated the 30th August, in the 36th year of the said king's reign, and which rectory and tithes were then of the annual value of 3*l.*;) to hold the said messuage, gardens, lands and appurtenances, rectory, tithes and advowson to the said Thomas Norman, and his successors masters of the school, for their own use, according to the foundation and ordinances of the school.

It appears by letters patent, dated the 26th June, in the 32d Henry VIII., that the archbishop also purchased from the Crown, among other property, the grange, called Sutton Grange, in the parish of Norton near Malton, and a close, called Bromehill, with a close adjoining, and a meadow near the river Rye, in the lordship of Ryton, in the parish of Kirkby Misperton, in the county of York, which had belonged to the dissolved priory of Malton; and these premises were also, it seems, conveyed or given by the archbishop for the support of the school, but the deed of grant is not to be found. It also appears by a paper without date, but which was probably written about the year 1708, found among the archives of the archbishop of York, intitled ‘An Account of the state of Old Malton School,’ that as well the premises above referred to, as also a messuage, cottage, and five oxgangs of arable-land in Ebberston, in the county of York, were given by the archbishop for the school, together with some other property, which at the time when that paper was written was lost, but there seem to be no deeds existing respecting these further donations.

The only property now in possession of the schoolmaster consists of the school-premises, certain annual rentcharges, amounting altogether to 92*l.* 10*s.* a year, settled in pursuance of the two Acts of Parliament after mentioned, and an allotment of 2½ acres of land upon Old Malton Moor, awarded on the inclosure in lieu of common-rights belonging to the school-house, and which allotment is worth about 3*l.* a year.

By an Act of Parliament passed in 1769 for dividing and inclosing several open fields and wastes in the township of Ebberston, reciting that Joseph Kerr, clerk, as master of the free grammar-school at Old Malton, was in right of the school seised of a messuage, a frontstead, or cottage, five oxgangs of land, and a little close called Rowland Close, in Ebberston, which were then on lease for 12 years to Robert Baker, and that it would be for the mutual benefit of the said Joseph Kerr, and his successors, and the said Robert Baker,

Old Malton.
 The Free Grammar
 School,
continued.

if the allotments to be made in lieu of the said school-lands, and common-right appurtenant thereto, were made to the said Robert Baker and his heirs, chargeable with a yearly rentcharge, instead of the then rent thereof, and the fines theretofore paid on the renewal of the said leases; it was enacted that the commissioners therein named, or any two of them, might set out and allot to the said Robert Baker and his heirs such parts of the open fields, &c. within the township of Ebberston, as should be an adequate compensation for the lands and hereditaments held by the said Robert Baker as lessee as aforesaid; and that such allotment should be subject to such annual rentcharge, clear of all taxes, to be payable to the said Joseph Kerr and his successors, as the commissioners or any two of them should adjudge to be a full and adequate satisfaction, as well for the yearly rent paid by the said Robert Baker for the premises then held by him by virtue of the said lease, as for all fines for the renewal of the lease of the premises from time to time; the commissioners in settling the rentcharge having a due regard to the advantages accruing to the lessees of the whole of the said school-lands by virtue of that Act, and the improvements to be made in consequence of the inclosure thereof; and that the allotment and leasehold premises should be held in fee-simple, subject as aforesaid, and that the rentcharge should be paid half yearly, with such remedies of distress and entry for recovering payment thereof as therein mentioned.

By another Act passed in 1770 for dividing and inclosing the common-fields, &c. within the township of West Heslerton, and parish of Yeddingham, reciting that Joseph Kerr, clerk, as master of the free grammar-school, was seised of and entitled to the tithes of corn and grain of 40 oxgangs of open land, and of certain old inclosed lands within the said township and parish, and Barnard Foord, esq., was lessee thereof for the remainder of a term of 12 years; and that Charles Marquis of Rockingham was patron of the vicarage of Yeddingham, and the Rev. John Ward, clerk, was vicar thereof; and that the said Joseph Kerr, as such master as aforesaid, was also seised of two farms at Ryton in the parish of Kirby Misperton, of which the said Barnard Foord was also lessee; and that it would be for the mutual benefit of the said Joseph Kerr and his successors, as well as of the said Barnard Foord, if the allotments to be made in exchange for the said tithes were made to the said Barnard Foord and his heirs, subject to a yearly rentcharge to be paid to the schoolmaster and his successors, instead of the reserved rent, and fines on renewal of the said lease of the tithes, and if the said two farms were made freehold of inheritance, subject as aforesaid; it was enacted, that the commissioners appointed by the Act, or any two of them, should set out the allotments in lieu of tithes to the said Barnard Foord and his heirs, subject to an annual rentcharge payable to the schoolmaster and his successors, to be determined by the said commissioners, or two of them; and that they should ascertain what annual rentcharge ought to be paid out of the two farms to the master and his successors in lieu of the then yearly reserved rents, and fines on renewal of leases, such annual rentcharges to be clear of all taxes; and that the two farms should be charged with such annual rentcharge, and should be freehold of inheritance, and be enjoyed by the persons entitled thereto under that Act, their heirs and assigns.

The annual rentcharges awarded to be paid to the schoolmaster under the powers of the above-mentioned Acts, are as follow :

	£.	s.	d.
By Mr. Parker, for Sutton Grange - - - - -	32	6	-
Mr. Baker Watson, for lands at Ebberston - - - - -	17	4	-
Mrs. Newton, for lands at Ryton - - - - -	14	18	9
Mr. William Fox, for lands at Ryton - - - - -	13	1	3
J. R. Foulis, esq., for lands, &c. at West Heslerton - - - - -	15	-	-
Total - - - - -	92	10	-

The above annual payments are regularly received by the schoolmaster.

With respect to the advowson and right of presentation of the vicarage of Yeddingham, which it appears on examination of the letters patent of the 30th August, 36 Henry VIII., at the Rolls Chapel, were thereby granted to the archbishop when bishop of Llandaff, and which were afterwards granted by the

the archbishop to Thomas Norman, and his successors masters of the school, we do not discover that the right of presentation was ever exercised by any masters of the school, although the right of patronage of the vicarage is, in terms, included in a lease of part of the property of the school for 31 years, granted by John Ashmore, master of the school, to Tristram Nettleton, the 4th of February, 8 Charles I., and is also enumerated among the possessions of the school, in a terrier thereof, dated in 1663; but we find that a license was granted by the Crown, dated the 9th October, 3d Charles I., to Robert Lakin, senior, and Margaret his wife, and Robert Lakin, junior, and Margaret his wife, to alienate by fine, recovery, or otherwise, to George Barnard, clerk, together with the site of the late priory of Yeddingham, and certain lands there, the advowson of the vicarage of Yeddingham; and that a conveyance was made thereof in the same month, and a fine levied thereof, by the same parties in Easter Term, 4th Charles I., to the said George Barnard; and that under subsequent conveyances, and by descent, the advowson afterwards became vested in Charles Marquis of Roekingham, and passed under his will to the present Earl Fitzwilliam; and since the year 1610 the presentations have always been made by or in the name of Robert Lakin, or those who derived their title under the alienation to George Barnard; and under these circumstances it seems very questionable whether any proceedings could be resorted to for recovering the advowson for the use of the schoolmaster with the probability of success.

At the time of our inquiry into this school we found it maintained, to a certain extent, as a grammar-school, and that the master had had for some time after his appointment usually between 12 and 20 scholars educated in classical learning, who were all either lodged or dined in his house; but that having afterwards declined taking boarders the number of his scholars was reduced, and at the time of the examination there were four boys only attending the school to be taught grammatical learning, and in that they were taught as free scholars, and paid for instruction given them in reading, writing and accounts. We also found that the master allowed 20*l.* a year to the parish-clerk, as an usher, for keeping a school to teach boys reading, writing, and accounts, in a part of the school-room, which the master had separated by a partition from the part used by himself; and that the usher instructed scholars to the number of between 20 and 30, at a quarterly charge for each of 2*s.* 6*d.* for reading, 3*s.* for writing, and 3*s.* 6*d.* for accounts; but the lower school, in consequence partly of the teacher's inability, by reason of other occupations, to attend regularly, did not appear to be conducted with perfect satisfaction to the inhabitants of the place.

SPENCER'S DOLE.

A rentcharge of 5*l.* a year issues out of land in the parish of Rillington, in the East Riding of the county of York, part of the estate of Cant Candler, esq. for the use of the poor of Old Malton. It appears from the books of the parish-officers that this yearly sum has been regularly paid and distributed ever since 1746, under the name of Spenceer's Dole, but no satisfactory account of its origin has been met with. The money is distributed twice a year by the parish-officers, at a vestry-meeting, among poor persons of the parish.

Old Malton.
The Free Grammar
School,
continued.

POORS STOCK.

There was formerly a fund of 4*l.* 5*s.* held by the churchwardens for the use of the poor, and called the Poors Stock; but the fund no longer remains, and it is unknown when or how it ceased to exist.

Spencer's Dole.

BOROUGH OF NEW MALTON.

RENTCHARGE.

An annual sum of 1*l.* is paid as a rentcharge out of a house in the Low-street in Malton, the property of Earl Fitzwilliam, to the overseers of the poor, and is applied by them with the poors rate. It is unknown when or for what purposes this rentcharge was given; it has been applied for as long a time as can be traced in the same manner as at present.

Poor's Stock.

New Malton.

Rentcharge.

COUNTY OF YORK.

WEST RIDING.

WAPENTAKE OF AGRIGG :	Parish of Wakefield— <i>continued.</i>	Parish of Bradford— <i>continued.</i>
Parish of Sandal :	Taylor's charity.	Midgley's charity. Stanbury school.
Almshouses.	Township of Stanley, with Wrenthorpe :	Township of Wilsden :
Sprignell's charity.	The almshouses, and poors money.	Charities for education.
Syke's and Arnold's charity.	Taylor's charity.	Chapelry of Thornton :
Elizabeth Wray's and Dr. Zouch's charities.	Chapelry of Horbury :	The school. Sagar's charity.
Hardcastle's charity.	The common or town- lands.	Parish of Calverley :
Richard Taylor's charity.	Wormald's almshouses and charities.	Queen Elizabeth's dole.
Bowles's charity.	The township-school.	Township of Calverley :
Mrs. Neville's gift.	WAPENTAKE OF MORLEY :	Eccleshill dole. Hillary's charity.
The township of Crigglestone :	Parish of Batley :	Township of Idle :
Doles and benefactions.	The free-school. The girls school. Small gifts and rentcharges. Scholefield's charity.	Doles, and annual pay- ments. Hanson's charity.
Township of West Bretton :	Chapelry of Gildersome :	Township of Pudsey :
Poors Land.	Hargrave's charity. Rentcharge.	Lepton's gift. Doles. Simpson's charity.
Township of Walton :	Parish of Birstall :	Parish of Mirfield :
The School.	Bolland's gift.	Doles. Beaumont's charity. The free-school.
Parish of Thornhill :	Township of Birstall :	WAPENTAKE OF OSOOLD CROSS :
The free-school.	Brooke's gift. Rhodes's charity. The school.	Parish of Burghwallis :
The poors estate.	Township of Liversedge :	Poors land. Poors money.
Nettleton's dole.	The high-town school.	Parish of Kirk Bramwith :
Copperthwaite's dole.	Township of Drighlington :	Doles. Good's charity.
Copley's charity.	The school.	WAPENTAKE OF SKYRACK :
Elmsall's gift.	Township of Heckmondwike :	Parish of Bingley :
Walker's charity.	Wood's charity.	The grammar-school.— Wooller's charity, and Sunderland's charity.
Sunday-school charity.	Chapelry of Tong :	Smith's gift. Nevill's gift. Rhodes's charity. Busfield's charity. Cullingworth school. Lost charities.
Township of Flockton :	Bowcock's charity. The school.	Parish of Thorner :
Carter's charity.	Parish of Bradford :	The school. Poors estate. Doles. Lady Betty Hasting's charity.
Carter's dole.	The free grammar-school. Poors estate, and quit-rents. Pollard's charity. Jowett's charity.	Township of Scarcroft :
Wentworth's gift.	Township of Bradford :	Payment from land.
Beaumont's charity.	Field's charity-estate. Farrant's charity.	
Parish of Wakefield :	Township of North Bierley :	
Charities under the adminis- tration of the governors of the free grammar-school :	Wilton's charity.	
The free grammar-school.	Township of Horton :	
Charities for the poor of the parish and town of Wakefield.	Ashton's charity. The free grammar-school. Kitchin's charity.	
General poor of the town of Wakefield.		
Wilson's gift.		
The charity-school, and Storie's petty gift.		
Bromley's old gift.		
Bromley's new gift.		
Storie's University gift.		
The Brooksbank alms- houses.		
Cotton Horne's alms- houses for women.		
Watson's gift.		
Hutchinson's charity.		
Lady Bolles's charity.		
Harrison's charity.		
Township of Alverthorpe, with Thornes :		
Forster's charity.		

WAPEN TAKE OF STAINCROSS :

Parish of Cawthorne :
The school.

Parish of Darton :
Township of Darton :
George Beaumont's charity.
Thomas Beaumont's charity.

Township of Kexborough :
The almshouses.
The school.
Higson's gift.
Dole.

Township of Barugh :
The almshouses.
The almshouses.
The township-school.

Parish of Felkirk :
Doles for the poor of the parish.
Charity-stock.
The school.

Parish of High Hoyland :
Township of West Clayton :
Poors land.
Turton's gift.
Poors money.

Hamlet of Skelnanthorpe :
Allotment.
The Frith-dole.

Parish of Penistone :
The free grammar-school.
Samuel Wordsworth's charity.
The free-school for girls.
Josias Wordsworth's charity.
Doles.

Township of Penistone :
Doles.
The poors cottages.
Payment by trustees of Lord Shrewsbury's hospital at Sheffield.

Chapelry of Denby :
Burdett's charity.

Parish of Royston :
The free grammar-school.
The poors estate.
Pennell's dole.
Lady Bolles's charity.

Township of Royston :
Wood's gift.

Township of Monk Bretton, otherwise Burton :
Talbot's almshouse.
Woodhouse's gift.
Broadhead's charity.

Township of Cudworth :
Poppleton's charity.
Woodhead's gift.
Ramsden's gift.
Barnforth's gift.
Lady Bolles's gift.
Seale's gift.
Baron Wood's gift.

Parish of Royston—*continued*.

Chapelry of Woolley :
The dole-land.
Husband's charity.
Charity-funds.
The school.

Parish of Silkstone :
Cutler's charity.

Township of Silkstone :
Clarkson's charity.
Wood's gift.
Stone's charity.

Township of Barnsley :
The school.
The Shaw Land-trust.
Brookhouse's charity.
Rogers's charity.
Rhodes's gift.
Ellis's charity.
Lost charities.

Chapelry of Cumberworth :
Stone's charity.
Poors money.

Township of Dodworth :
The charity-fund.—
Brookes's and other charities.

Township of Stainbrough :
The school.

Township of Thurgoland :
Doles.
Poors land.

WAPEN TAKE OF STAINCLIFFE AND EWCROSS :

Parish of Keighley :
Bowcock's charity.
The poors estate.
The free-school.
The preparatory school.
The free-school at Harehill.

Parish of Sedbergh :
The free grammar-school.

Parish of Skipton :
The free grammar-school.
The clerk's school.

WAPEN TAKE OF STRAFFORTH AND TICKHILL :

Parish of Adwick-le-Street :
Doles.
Hedges's charity.

Parish of Armthorpe :
Poors estate.
Holmes's charity, and school-land.
Scholey's charity.
Bell-ropc land.

Parish of Barmby Dun :
Countess of Sutherland's charity.
Martin's charity.
Allotments.

Township of Thorpe in Balne :
Fretwell's charity.—The school.

Parish of Bolton-upon-Deerne :
Charities.

Parish of Braithwell :

Waterhouse's gift, and the charity-land.
The town-school.

Parish of Darfield :
The almshouses.
Doles.
Charities for education :
Goodwin's charity.
Sunday-school fund.

Township of Ardsley :
Micklethwaite's gift.
Roodes's charity.

Township of Great Houghton :
The school.

Chapelry of Wombwell :
Raines's dole.
Wormeley's charity.
The town-land.

Chapelry of Worsborough ;
The school.
Rayney's charity.
Small charities.
Poors money.
Legacy for the Sunday-school.

Parish of Fishlake :
The school.
Rands's charity.
The poors estate.
Doles.
Allyn's charities.

Township of Sykehouse :
Poors land.
Rentcharges.
The township-school.

Parish of Maltby :
Poors estate.
The school.

Parish of Kirk Sandall :
The free-school.

Parish of Stainton :
Doles.
Bosville's gift.

Parish of Rossington :
Plaxton's gift.
Hall's gift.

Parish of Thorne :
Brookes's charity.
Travis's charity.
Rodwell's gift.
Doles.
Cutts's gift.

Parish of Tickhill :
The almshouse, or Maison Dieu.
Doles.
Humphrey Holmes's gift.
Bread charities.
Charities for education.

GENERAL CHARITIES :
Cartwright's charity.
Ellis's charity.
Hanson's charity.
Dame Sarah Hewley's charity.
Travis's charity.
Wheelwright's charities.

COUNTY OF YORK, WEST RIDING,
WAPENTAKE OF AGRIGG.

PARISH OF SANDAL.

ALMSHOUSES.

Sandal.

Almshouses.

GRICE's.—There are two cottages at New Miller Dam, used as almshouses for two widows, which were purchased with 20*l.*, formerly given by a Mr. *George Grice*, for that purpose, and were rebuilt in 1823. The poor women are nominated by the vestry.

Dickenson's.—*Robert Dickenson*, in 1720, devised three parcels of land in Crigglestone, to trustees, the rents thereof to be employed for the relief of two poor widows, in two almshouses, built by him at New Miller Dam. The lands, which contain together eight acres, are let to John Kemp, at 14*l.* a year, and an allotment of half an acre is let to Robert Holroyd, at 13*s.* a year. The rents are divided by the vicar of Sandal, who acts as trustee of the charity, between the two poor widows, who reside in the almshouses.

SPRIGNEL'S CHARITY.

Sprignel's Charity.

Luke Sprignel, by Will, dated 4th June 1607, left 100*l.* for the use of all the indigent poor people in the parish of Sandal, and appointed the vicar of Sandal for the time being, and certain individuals, feoffees of the charity, and desired them to bestow the 100 *l.* in land, and dispose of the interest thereof, with the assistance of the churchwardens of Sandal, on St. Thomas's-day yearly, one moiety to the poor people of the township of Crigglestone, and the other moiety to the poor people of the township of Sandal and Walton-cum-Bretton.

The estate purchased with the legacy, consisting of three cottages in Sandal, 10 acres of land in Crigglestone, and an allotment of three roods and 13 perches in Sandal, is let in parcels to different persons, at rents amounting together to 26*l.* 17*s.*, which is the fair annual value.

The rent is distributed among poor persons of the parish, in the proportions of one half to Crigglestone, one third to Sandal, and one sixth to Walton-cum-Bretton.

SYKE'S AND ARNOLD'S CHARITY.

Syke's and
Arnold's Charity.

The property derived under Benefactions given by the persons above named consists of 2½ acres of land at North Royds in the parish of Sandal, which is let to William Wadsworth at 4*l.* a year.

According to the intentions of the benefactors, the rent of the land, after payment of 6*s.* 8*d.* a year to the vicar of Sandal, and 6*s.* 8*d.* a year to the poor of Walton-cum-Bretton, is distributed among poor persons of the township of Sandal.

ELIZABETH WRAY'S AND DR. ZOUCHE'S CHARITIES.

Elizabeth Wray's
and Dr. Zouch's
Charities.

The sum of 50*l.* given by *Elizabeth Wray* to the poor of the parish, and the further sum of 50*l.* given by the late Rev. Dr. *Zouch*, for the poor of the township of Sandal, were laid out, with other monies, in the rebuilding of *Grice's* almshouses, and the interest of the two benefactions, which is paid out of the parish-rates, is distributed among poor persons, pursuant to the intentions of the donors.

HARDCASTLE'S CHARITY.

Hardcastle's
Charity.

The yearly sum of 10*l.*, subject to the deduction of 5*s.* 5*d.* on account of land-tax, as supposed, is paid in respect of the tithes of Sandal, which are in the possession of the family of Pilkington, and is distributed in third-parts among poor persons of the townships of Sandal, Crigglestone, and Walton-cum-Bretton.

The payment appears to have originated under a gift or grant by a Mrs. *Hardcastle*, made probably in conformity with the desire of William Wray, as expressed by his Will, bearing date the 24th October 1677, under which she derived an interest in the tithes.

RICHARD TAYLOR'S CHARITY.

Richard Taylor, by Will, dated in July 1686, devised four messuages or tenements, with their appurtenances, situate in Wakfield, in a street called Westgate, unto *Joseph Wood*, of Sandal Magna, clerk, vicar there, for the time being, *Joseph Hall*, of the same, yeoman, and *John Wood*, of Woodthorpe, in the said parish, and to their heirs, for ever, to the intent that the vicar, for the time being, *Joseph Hall*, and *John Wood*, and the survivor of them and his heirs, should stand seised of the said messuages and tenements, with their appurtenances, for and towards the bringing up of six or eight of the poor peoples children within the constabulary of Sandal, with books and learning at an English school, at the discretion of the said vicar for the time being, *Joseph Hall*, and *John Wood*, the feoffees, and the remainder of the rents and profits of the said messuages and tenements to go and be employed for and towards the relief and maintenance of the two poor widows in the almshouses of Sandal, equally to be divided amongst them.

Sandal.

Richard Taylor's
Charity.

By Indenture, dated the 19th December 1769, between *Samuel Wood*, of Woodthorpe, esq. (as surviving trustee of the premises devised by the will of *Richard Taylor*), of the one part, and *Abraham Gosnay*, baker, and *Thomas Hatfield*, grocer, of the other part; reciting, that by Indenture of Release of 21st June 1749, certain messuages and tenements devised by *Richard Taylor* had been conveyed to the Rev. *Charles Zouch*, the said *Samuel Wood*, and the Rev. *William Jackson*, upon trust, to apply the rents and profits to the purposes mentioned in the will of *Richard Taylor*, dated 5th July 1686, and that the premises were then vested in the said *Samuel Wood* upon the trusts aforesaid; and that the said messuages and tenements being then grown old and gone to decay, the said *Samuel Wood* thinking it would be greatly to the benefit of the trust to let the same premises for a long term of years, and that the said *Gosnay* and *Hatfield* being desirous of taking a lease thereof in order to repair or pull down and rebuild the same, they had agreed with the said *Samuel Wood* to take a lease of the same tenements for 99 years, under the yearly rent of 18*l.*, and to lay out 100*l.* in rebuilding and repairing the same, as to them should seem most convenient, The said *Samuel Wood* demised unto the said *Gosnay* and *Hatfield* the said four messuages, dwelling-houses, or tenements, in the occupation of the eight persons therein named, to hold the same from the 11th November 1769, for 99 years, at the yearly rent of 18*l.*; with a proviso for re-entry on non-payment, and covenants by the said *Gosnay* and *Hatfield* to pay rent, all taxes and assessments, and before the 11th November 1773 to expend in building and repairing the premises 100*l.*, and to maintain the buildings, walls and fences, and at the end of the term yield up the same in as good repair as they then were, with the buildings thereon erected in good and sufficient repair.

Since the premises were conveyed in 1749, as mentioned in the lease, there has been no conveyance to new trustees. The Rev. *William Wood*, devisee of the estates of *Samuel Wood* above named, acted as trustee after the death of the latter, and of late Mr. *George Kelk*, of Sutton, near Retford, Notts, in right of his wife, who was the heir-at-law of the Rev. *William Wood*, has acted in the management of the trust.

Out of the rent of 18*l.* a year reserved by the lease, there has been received by the master of the parish-school at Sandal, 10*l.* a year, for teaching eight poor children of Sandal, and the sum of 6*l.* a year has been paid to two poor widows in *Taylor's* almshouses in Sandal; the remainder of the rent, 2*l.* a year, being retained in hand by the acting trustee for the time being. In 1819, the Rev. *William Wood*, the then acting trustee, expended the balance in his hands on this account, (42*l.*.) with other money which he advanced, in purchasing and walling-in 20 perches, or thereabouts, of ground, part of a croft adjoining the parish-school at Sandal, for a garden for the schoolmaster; and the money advanced has been since repaid out of the surplus of 2*l.* a year. The trustee for the time being also occasionally expended money in repairs of the school-premises. An account has been kept of the receipts and payments, and the balance now in the hands of Mr. *Kelk* amounts to 2*l.* or thereabouts.

In respect of the land-tax on the demised premises, which has been redeemed, the sum of 5*s.* 3*d.* a year is paid, in addition to the rent reserved by the lease, and it is applied in purchasing books for the children at the school.

The master of the parish-school occupies a dwelling-house and school built upon the waste.

Sandal.
Richard Taylor's
Charity,
continued.

The premises held under the lease granted in 1769 consist of several mes- suages and cottages near the theatre at Wakefield, which are held partly by persons deriving separate interests under the respective lessees, viz. Mrs. Sarah Bell, widow, the daughter of Abraham Gosnay, and Mr. Thomas Hartley, a purchaser of Hatfield's share of the premises ; and partly by individuals who have acquired an interest under assignment, or as sub-lessees of particular parts. The premises in their present condition, though the buildings are such as to require frequent repair, are of a value greatly exceeding the annual rent reserved. The term for which the premises were demised by the indenture of 1769, considering the amount of the sum to be laid out by the lessees, appears to be of unreasonable length, and the lease was probably granted without due regard to the interest of the charity ; but considering the difficulty which at this time exists of forming a correct judgment respecting the circumstances under which the lease was granted, and the actual expenditure in substantial improvements, and considering also the number and situation in life of the parties interested under the lease, we do not think ourselves at liberty to re- commend the adoption of legal proceedings with a view to determine whether the lease ought to be set aside.

BOWLES'S CHARITY.

Bowles's Charity. Dame Mary Bowles, of Heath, gave and bequeathed to the minister of Sandal Magna, and to three of the chief inhabitants of the township of Sandal, the sum of 200*l.*, to be bestowed in lands, the yearly rents thereof to be em- ployed by them for the putting forth of poor children to trades within the parish of Sandal as they should think fit.

The sum of 200*l.* was laid out in the purchase of a copyhold estate in the township of Criggleston, consisting of a house and buildings, and land con- taining 21*A.* 1*R.* 8*P.*, in respect of which an allotment of somewhat less than an acre has been since awarded. These premises are let to John Johnson, as yearly tenant, at the annual rent of 30*l.*, which is the full annual value.

Trustees have been chosen from time to time for the management of the charity ; the present trustees are the Rev. Thomas Westmoreland, Charles Waterton, esquire, Mr. John Hurst, and Mr. James Scholefield. The rents are applied in binding out children apprentices with premiums of 3*l.* each. The children are taken out of the different townships in turn. The balance remaining with the trustees at present is 21*l.* 3*s.* 3½*d.*

MRS. NEVILLE'S GIFT.

Mrs. Neville's Gift. Mrs. Catherine Neville, who died in 1790, left 10*l.* towards the support of a Sunday-school at Sandal, and the like sum towards the support of a Sunday- school at Criggleston. The latter legacy has been some time paid and ap- plied ; but it is alleged that the former sum of 10*l.* has never been re- ceived from the executors. We have caused application to be made in the proper quarter for information on this subject, but have not yet received an answer.

THE TOWNSHIP OF CRIGGLESTONE.

DOLES AND BENEFACTIONS.

		Sums left.			Annual value.		
		£.	s.	d.	£.	s.	d.
Crigglestone. Doles and Benefactions.	By the ancestors of the late Edward Allott of Crigglestone, paid out of an estate at Crigglestone, now in the occupa- tion of Samuel Hough - - - - -	-	-	-	1	10	-
	By Anthony Worril, in 1691, to 4 poor widows, living in cer- tain almshouses belonging to the township at Wood- Moor-Side, the interest paid quarterly out of the above estate - - - - -	100	-	-	5	-	-
	By John Dodsworth, payable out of a house at Crigglestone, by John Bollans, of Bretton - - - - -	-	-	-	-	5	-
	By Mr. Thomas Beaumont, in 1731, paid by Thomas Beau- mont, esquire, of Bretton, distributed half yearly - - -	150	-	-	7	10	-
	By Mrs. Neville, in 1790, to the Sundry-school, vested in the minister and chapelwardens - - - - -	10	-	-	-	8	-
	The Rev. John Lonsdale, in 1807, left by will 50 <i>l.</i> for the use of the Sunday-school, vested in the minister and chapelwardens - - - - -	50	-	-	-	-	-
	The Rev. George Wilson, in 1807, left by will 50 <i>l.</i> for the use of the Sunday-school, vested in the minister and chapelwardens - - - - -	50	-	-	-	-	-

The

The above charities are duly administered and applied to the purposes above respectively mentioned, according to the intentions of the benefactors.

Sandal.
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TOWNSHIP OF WEST BRETTON.

POORS LAND.

A piece of land at Skelmanthorpe is let by the overseers of the poor of West Bretton to Thomas Moodey, as yearly tenant, at 6*l.* 9*s.* per annum, being the full value, and the rent is distributed among poor persons at West Bretton.

West Bretton.

—
Poors Land.

TOWNSHIP OF WALTON.

THE SCHOOL.

Charles Waterton, esquire, in 1722, granted a lease for 199 years, at a pepper-corn rent, of certain premises to be used as a school and dwelling for a schoolmaster, on condition that two children should be taught free. The houses were rebuilt in 1824, at the expense of the inhabitants of the township. Two poor children are instructed as free scholars.

Walton.

—
The School.

Nevile's Gift.—*Catherine Nevile*, by her Will, dated the 4th March 1790, bequeathed into John Pate Nevile and John Lee, her executors, 140*l.*, to be laid out as they should think best for establishing a free-school in the township of Walton, or the township of Chevet, and in allowing a salary to the master thereof, for instructing four poor boys and four poor girls of Walton, and two poor boys and two poor girls of Chevet, in the English language, under such regulations as to her executors should seem meet.

By Indenture of 10th April 1799, reciting the will, and that the executors had laid out the 140*l.* in the names of John Wadsworth, Hugh Royston, since deceased, Elias Wright, and Richard Heaton, as trustees, and the money had been invested upon mortgage of certain premises therein mentioned; It is declared, that the same was so invested upon trust, that the said John Wadsworth, Elias Wright, and Richard Heaton should receive the interest, and also call in and replace out at interest the principal, when necessary or occasion required, so as the same were always secured upon Government Security, or real estate in the county of York, and pay the interest to the schoolmaster of the school at Walton, or some fit person to be chosen by the said trustees for teaching such children as aforesaid in the English language; the said Richard Heaton, or his successor, trustee for the township of Chevet, to elect the two boys and two girls of that township, and the said Wadsworth and Wright, or their successors, trustees for the township of Walton, to elect the four boys and four girls for that township: provided that when any of the trustees should die, or decline, or become incapable to act, the survivors should appoint proper persons, being substantial householders in the said townships, or one of them, to be new trustees; and provided also, that all acts relating to putting out or calling in the trust-money, or changing the security for the same, should be valid, if done by any two of the trustees, after notice given to the third or other trustee, of such act being intended, and that the trustees should not be answerable for the validity of any security, or for the acts of the others, or for any but his own acts, receipts, neglects, or defaults.

In 1806, Elias Wright and Richard Heaton, the surviving trustees, nominated Mr. David Scholefield to be a trustee; and in 1807 the then trustees appointed Mr. John Tootal a trustee, in the room of Mr. Richard Heaton, who resigned; in 1819, Elias Wright and David Scholefield appointed William Millthorpe a trustee, in the room of John Tootal, who had ceased to reside at Chevet; and in 1820, Mr. Scholefield and Mr. Millthorpe appointed William Brown a trustee, in the room of Elias Wright, deceased.

Though it is stated in the deed that the sum of 140*l.* had been laid out on mortgage, it never was in fact so laid out; and there being no schoolmaster for some time in Walton, the interest was accumulated until the principal amounted to 170*l.* Mr. Elias Wright, one of the trustees, on behalf of himself and the other trustees, lent the money to the trustees of the Air and Calder Navigation Company, on the security of their promissory note, and about six years afterwards, viz. in 1818, Mr. Scholefield, one of the trustees, was induced by Mr. Thomas Wood, the nephew of the said Elias Wright, to call in and lend

him

Walton.

The School,
continued.

him the money, representing that he would pay higher interest for it, and give security by bond, but in consequence of Thomas Wood soon afterwards becoming a bankrupt the fund was lost.

We have inquired into all the circumstances of this case, and are of opinion that the best course to be adopted on behalf of the charity is to accept the terms to which Mr. Scholefield is willing to accede, viz. that a security should be taken from him for payment of the original sum of 140*l.* and interest. There is little probability that more than that sum can be recovered, or that any thing could be recovered by immediate process. In pursuance of our recommendation, Mr. Scholefield has agreed to give security by bond to Mr. Brown his co-trustee, for the sum of 140*l.*, and to pay the interest of the money from the present time to the master of the school at Walton.

PARISH OF THORNHILL.

THE FREE SCHOOL.

Thornhill.

The Free School.

The Rev. Charles Greenwood, rector of Thornhill, by Will, dated 14th July 1642, reciting, that Sir William Savile, bart. owed him 500*l.*, desired the said Sir William Savile to bestow a sufficient part thereof upon building a free grammar-school within Thornhill, and to bestow the residue of the 500*l.* upon lands and tenements, and settle the same, together with the said school-house, upon him the said Sir William Savile, Sir George Ratcliff, knight, and Thomas Nettleton, of Lees Hall, gentleman, and their heirs, in trust, that they and the survivors of them, and their heirs, should stand seised thereof, and of the said school-house, for the maintenance and support of a sufficient schoolmaster whom they or their heirs should appoint to teach school in Thornhill, for the better bringing up of youth within the town and parish of Thornhill.

It is understood that the sum of 100*l.*, part of the money bequeathed, was laid out in the purchase of the house used for the residence of the master, and for the school. The house has been enlarged at different times at the expense of the masters of the school, and contains four rooms. The sum of 400*l.*, the remainder of the gift, has not been applied, but remains in the hands of the Savile family, the sum of 20*l.* a year being paid as interest of the fund by the proprietor for the time being, (now the honourable and Rev. J. Lumley Savile,) of the family estate at Thornhill.

The property of the school consists of the particulars above mentioned, and of an allotment of one rood and four perches of land awarded in lieu of common-right in respect of the school, and a garden adjoining the school-house, which was part of the play-ground formerly taken from the waste.

The school is superintended by the officiating minister of Thornhill, on behalf of the honourable and Rev. J. Lumley Savile the trustee, and the master instructs such children as are sent to him belonging to the town and parish of Thornhill as free scholars, in reading, writing and accounts, the number of them being usually about 11, with other children boarded with the master, and paid for by their friends. Latin is taught in the school, but the free scholars seldom or never apply for instruction in that language.

For the permanent benefit of the charity it is desirable that the sum of 400*l.* should be laid out in land when an opportunity arises for making a convenient purchase.

THE POORS ESTATE.

The Poors Estate.

This property, which was purchased in 1713 with the sums of 100*l.* given in 1688 by *Richard Swallow*, and 300*l.* given in 1698 by *Margaret Trappes*, for the poor of the parish of Thornhill, consists of a farm-house with out-buildings, and about 96 acres of land at Witley, in the parish of Kellington, let to William Barnforth as yearly tenant, at the annual rent of 100*l.*, and a house, wheelwright's shop, and about eight acres of land at Hensall, in the parish of Snaith, let to William Hemingway, as yearly tenant, at 20*l.* a year. The property is let at the fair annual value.

Some timber on the estate at Witley was sold in 1819 for 120*l.* part of which was laid out in defraying the expenses of an inclosure at Hensall, and other improvements and expenses relating to the trust-property, and the remainder being 32*l.* 5*s.* 11*d.* is in the hands of Messrs. Hague and Cook, of Dewsbury, bankers, at interest at the rate of 3*l.* per cent.

The

The tenant at Hensall pays 14s. a year in addition to his rent, as interest of 20*l.*, part of the timber-money expended in making a pump on the premises in his occupation.

About three roods of the land at Witley was taken by the trustees of the Air and Calder Navigation Company for the purposes of the navigation, but the compensation-money for the land has not yet been paid.

The estates were last conveyed to trustees in 1796, and of those trustees two are living.

The revenues of the charity are divided among the respective townships in the parish, in the proportions in which they contribute to the church-rate, and are distributed at Midsummer and Christmas among the most necessitous persons.

NETTLETON'S DOLE.

The yearly sum of 2*l.* is paid as a charge on land in Whitley, in the township of Shitlington, the property of Miss Vaughan, being the interest of the sum of 37*l.*, afterwards increased to 40*l.*, given for the poor by *George Nettleton* in 1640. The money is distributed at Christmas with the rent of the poors estate.

COPPERTHWAITE'S DOLE.

The yearly sum of 2*l.*, charged by *Matthew Copperthwaite* in 1726, on an estate at Thornhill, now the property of *G. B. Greaves, esq.*, for the poor of Thornhill, is distributed at Christmas in clothing materials among poor persons of that township.

There was also a yearly sum supposed to be 10*s.* given by Copperthwaite to the minister for a sermon on St. Thomas's-day, but it has not been received or demanded for 40 years or more.

COPLEY'S CHARITY.

The Rev. Mr. *Copley*, rector of Thornhill, in or about 1732, left 40*l.*, the interest thereof to be laid out in books, and given to the poor at the discretion of the rector for the time being.

The sum of 40*l.*, with some interest due thereon, was laid out by the honourable and Rev. John Lumley Savile, the present rector, in the purchase of 100*l.* three per cent consols, now standing in his name, and the dividend is expended in the purchase of bibles and common-prayer books, which are distributed among poor persons.

ELMSALL'S GIFT.

Mrs. *Mary Bethia Elmsall*, who died in 1810, bequeathed 200*l.*, the interest thereof to be expended in bibles and common-prayer books, to be given to the poor of the township of Thornhill.

The sum of 180*l.*, the amount of the legacy, after deducting the duty, remains in the hands of Mrs. Elmsall's executors, of whom *Richard Woollen, esq.*, of Brierley near Pontefract, is one, and interest is paid thereon at the rate of four and a half per cent. The interest is paid to the officiating curate of Thornhill, and applied according to the testatrix's direction. The principal fund ought to be laid out in stock.

WALKER'S CHARITY.

By Indenture of 20th May 1712, enrolled in Chancery, *Richard Walker*, for establishing a free-school, to be called Walker's Free-school, or charity day-school, and also a residence for a schoolmaster within Thornhill, and providing a fund for the payment of the salary of such schoolmaster, bargained and sold unto the Rev. Robert Ellerby, and 16 others, and their heirs, five messuages, with a croft adjoining, of 2*A.* 2*R.*, and certain cottages in Thornhill, upon trust, to permit the said Richard Walker during his life to erect such buildings upon the said croft as he should think proper, and in case of his death, without having built the same, to erect or finish such buildings, so as to make the same suitable for a charity day-school, and for a house and offices for the residence of a schoolmaster; and to permit the building to be used as a free-school for the instruction of children of both sexes, of industrious parents, resident within or chargeable to the parish of Thornhill, in reading, writing, and arithmetic as far as the rule of three, and no farther, and to permit the building erected for the master to be inhabited by him rent-free; and to apply the rents and profits of the residue of the messuages and hereditaments towards the salary of a master, the support of the buildings, and

Thornhill.

The Poors Estate,
continued.

Nettleton's Dole.

Copperthwaite's
Dole.

Copley's Charity.

Elmsall's Gift.

Walker's Charity.

Thornhill.

Walker's Charity,
continued.

in providing desks for the scholars; and it was declared, that the person to be appointed master of the school and the scholars should be chosen by the trustees for the time being, and the curate of the parish of Thornhill, who should be resident there, or the major part of them; and that the majority of the trustees and curate should have power to name the master, and to make regulations for the management of the school, school-house, scholars, and the number of scholars to be admitted; provided that such regulation be made at meetings to be convened in manner therein mentioned, and entered in a book to be kept for the purpose; and the deed contains a proviso for appointing new trustees by the parishioners assembled in vestry for that purpose.

The charity-estate consists of about two acres of land, 10 cottages, six seventh parts of the grass or hay of a close in Thornhill, containing about one acre, belonging to the honourable and Rev. John Lumley Savile, and an allotment of one rood, or thereabouts, awarded on the inclosure of Thornhill about eight years ago. The property is let by the trustees to several persons, at rents amounting together to 47*l.*, being the full annual value.

The schoolmaster, who is appointed by the trustees, lets the school-house, which is a small building, for 4*l.* a year.

The master teaches as free scholars upon the national system 82 children, nominated by the trustees, as many scholars being admitted as the school will comfortably accommodate.

The master is allowed a salary of 40*l.* per annum, and the remainder of the rent is applied for the repair of the cottages, &c. The balance in hand is 3*l.*

SUNDAY-SCHOOL CHARITY.

Sunday School
Charity.

Richard Walker, of Thornhill, by Will, dated 5th August 1812, bequeathed 100*l.*, the interest thereof to be applied for the benefit of the Sunday-school.

The sum of 90*l.* received on account of this legacy was laid out in the purchase of 100*l.* four per cent consols, and on the reduction of the interest of that stock the sum of 100*l.* which was received back by the trustees, was laid out on mortgage of a house at Thornhill Edge, in the names of the Rev. Robert Ellerby, and John Man, as trustees, at interest of 4*l.* 10*s.* per cent. The interest of the mortgage is paid to the master of the day-school for teaching the Sunday-school.

TOWNSHIP OF FLOCKTON.

CARTER'S CHARITY.

Flockton.

Carter's Charity.

This charity, which was established by *Richard Carter*, by Deed in 1698, is under the management of trustees, the present trustees being Sir John Lister Kay, baronet, colonel Beaumont, the Rev. Mr. Torre, the Rev. Mr. Westmorland, and the Earl of Scarborough.

The property consists of an annual rentcharge of 55*l.* issuing out of Clayton Hall estate, in the parish of High Hoyland, the property of ——— Moore, esq.; and of three cottages in Flockton, for the habitation of four poor widows. The rentcharge is divisible, and is paid and applied in manner following, viz.

	£.	s.	d.
To the curate of Flockton chapel - - - - -	30	-	-
To the master of the school in Flockton, for teaching six poor boys -	6	-	-
For apprenticing a boy or girl in Flockton - - - - -	3	-	-
Among four poor widows, 4 <i>l.</i> each - - - - -	16	-	-
	£.	55	- -

The schoolmaster, who is appointed by the inhabitants of the township, teaches six children free of expense, in reading, writing and arithmetic, in a school in Flockton, with other children, and he has the use of a small house and garden, and about 3½ acres of land in Flockton, the donation of which is unknown.

The poor widows are appointed by the trustees, being such as are recommended by the inhabitants, and they reside in the cottages rent-free.

CARTER'S DOLE.

Carter's Dole.

This is an annual sum of 2*l.* given for the poor of Upper and Nether Flockton by the above-named *Richard Carter*, and it is paid as a charge on an estate in Flockton, the property of Colonel Beaumont.

The dole is distributed by the churchwardens.

WENTWORTH'S GIFT.

The sum of 100*l.*, left by Sir *William Wentworth*, baronet, to the school-master of Flockton school, is secured on the tolls of the Wakefield and Austerland turnpike-road, and the interest, 5*l.* a year, is paid to the master of Flockton school, for which he teaches five poor children free.

Flockton.

—
Wentworth's
Charity.

BEAUMONT'S CHARITY.

For the particulars of this charity, see the Account of Charities in the Parish of Darton.

Beaumont's
Charity.

PARISH OF WAKEFIELD.

CHARITIES UNDER THE ADMINISTRATION OF THE GOVERNORS OF THE
FREE GRAMMAR SCHOOL.

By a charter of Queen Elizabeth, dated the 19th of September, in the 34th year of her reign, Sir George Savill and 13 other persons were incorporated as governors of the free grammar-school at Wakefield, and the possessions thereof; and it was ordained, that when any one of the governors should die, or dwell with his family above two miles out of the parish of Wakefield, the rest of them, taking to them the master of the school, should choose another fit person of the inhabitants of the parish, or dwelling within two miles thereof, to be a governor; but if the election should be deferred above six weeks it should be lawful for the Lord President of the north parts, or the Archbishop of York, with the consent of six of the governors, to appoint a new governor or new governors.

Wakefield.

—
Charities under the
administration of
the Governors of
the Free Grammar
School.

By certain rules or statutes for the government of the free grammar-school, dated 20th July 1607, it is among other things provided and directed, that the governors should meet the day after Michaelmas-day, and out of their number make choice of a spokesman or president governor, and deputy spokesman, for the year following; that the spokesman should collect and lay out the school rents, and account for the same at the end of his presidentship; that the spokesman should have a casting vote at all meetings; and that meetings of the governors should be appointed by notice, and all matters at such meetings should be determined by a majority, provided the same should amount to a majority of the whole number of governors.

By a Decree of the Commissioners named in a Commission of Charitable Uses, in the 19th year of king James the 1st. reciting an inquisition, by which it was found that several messuages, lands, hereditaments, and sums of money in the inquisition mentioned, had been given for certain charitable purposes in the parish of Wakefield, it was decreed, that Timothy Maude, vicar of the parish of Wakefield, and others therein named, should have authority to employ the said messuages, &c. to the said charitable uses, and should be sole committees or governors thereof; and that they should appoint four of their number to receive and dispose of the rents and profits, and interest thereof, to the uses for which the same were given; and after reciting that several of the said lands and hereditaments, and sums of money were limited to two or more charitable uses, it was decreed that the disposition thereof unto the said several uses should be in the committees, or the greater number of them, as to them should seem expedient; and that the survivors of the committees and their successors, or the greater number of them, or in their default the vicar of Wakefield alone, should have power to fill up vacancies in the committees to the number of fifteen persons, to be joined unto the said vicar as committees.

By a Decree made under another Commission of Charitable Uses, bearing date the 29th March 1716, reciting an inquisition, which enumerated several donations as well for the use of the free grammar-school as for other charitable purposes, and stated several transactions both of the governors of the free grammar-school, and of the trustees or committees for the poor of Wakefield, in the way of sale, exchange, and purchase of lands and other property under their respective order and management, it was adjudged and declared that the governors and the trustees or committees had in such their transactions acted for the good and benefit of the school, and the said trust respectively, and

Wakefield.

Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

the commissioners thereby approved and confirmed their said transactions and proceedings.

In addition to the donations, of which the application was confided to committees of charitable uses by the decrees, there have been other gifts for charitable purposes placed by the donors under the direction of the governors of the grammar-school as trustees, and for a considerable time past the persons constituting the corporation of governors of the free grammar-school have also acted as the committees of the charitable trusts mentioned in the inquisitions; and the management and administration of the grammar-school and of the other charities have been combined under one general trust, though the legal estate in the property of some of those charities is vested in individual members of the corporation of governors. A general account has also been kept of the several charities under the administration of the governors, as well as separate accounts relating to each of the different branches into which the charitable trusts are divided.

The governors elect a spokesman annually, as directed by the statutes of the grammar-school, and they employ an agent with a salary of 100*l.* a year to keep the accounts, receive the rents, and assist them in the management and application of the property and income; and the agent's salary, and other expenses attending the management, are paid out of the funds of the several trusts, in equitable proportions.

In consequence of the trusts being numerous, and combining each of them distinct heads of property and detached estates, the subject of the administration of these charities is one of considerable intricacy, and the accounts relating to them are involved in greater complexity from the circumstance of the same property being in some instances held in trust for separate charitable purposes, and from the practice which has prevailed, though, as it appears to us, beneficially, of advancing by way of loan at interest, parts of the capital or surplus funds of some of the charities, for the use of other trusts.

It appears by the proceedings taken under the Commission of Charitable Uses in 1717, above mentioned, that sundry exchanges and sales of property had been made by the then trustees and their predecessors, the propriety of which was fully confirmed by the decree, and it may perhaps be owing to the sanction thus given to their former transactions, that, since the decree, the governors or trustees have in numerous instances made exchanges of property, to an extent which rarely occurs in the case of charity-estates. Some of these exchanges appear to have been dictated by convenience of occupation, and others to have been adopted under an opinion that it was expedient to exchange land suitable for buildings for other land fitted for agricultural purposes; and in other instances it is now impossible to discover with certainty the reasons for which the exchanges were made. The exchanges have probably upon the whole been advantageous to the charities, though some of them have been censured, on account of the great prospective value of the building-ground given up: it cannot however be doubted that parts of the property which the trustees have acquired by exchange, as well as by purchase, have become valuable to a degree greatly exceeding the compensation or cost.*

The governors hold an annual meeting on the day after Michaelmas-day, and they meet at other times when any special business requires their attention.

At present the accounts are regularly kept and examined, as they used to be before the year 1814, and the monies received are paid into a bank at Wakefield; but between the years 1814 and 1825 there appears to have been no regular examination of these accounts, and in consequence they became involved in great confusion. An agent, who was in office until the year 1811, was found to be indebted to the governors in the sum of 614*l.* 5*s.*, and endeavours were made to recover the balance, but he became bankrupt; a dividend however of 10*s.* in the pound was received under the commission, and

* *Note.*—At the time of this inquiry some proceedings relating to a projected exchange of lands were in progress, and great doubt was expressed respecting the expediency of the exchange; but as it was not to be effected otherwise than by the means provided and sanctioned by the late Act of Parliament respecting the exchange of Charity Estates, which provides ample security and protection to charitable trusts, it appeared to us that it would be unnecessary, and perhaps improper, to interfere in the way of particular inquiry into the subject.

and some further dividend is expected to be received. The next agent, for some time before he was discharged, which was in 1824, found means, as is stated, under various pretences, to put off the examination and settlement of his accounts; and it was found by an accountant employed to adjust them that there was due from him the sum of 901 *l.* 15*s.* 5*d.*, but an action having been brought to recover the debt, and the amount, after verdict obtained, being made the subject of a reference to arbitration, a larger sum was awarded to be due than had been found by the accountant. Attempts have been made, first by execution, and afterwards by suing out a commission of bankrupt, to obtain payment, and great expense has been incurred through the different legal proceedings which have taken place, but no dividend has yet been received under the latter commission.

The estates belonging to the different trusts are let, with few exceptions, to tenants holding from year to year, and appear to be let at the full annual value.

The following statement contains an account, so far as it appears to us to be material, of the different charities, and trusts, under the administration of the governors of the free grammar-school, and of the property and application of the income belonging to each.

THE FREE GRAMMAR SCHOOL.

By the charter of Queen Elizabeth above noticed, which purported to be granted at the suit of the inhabitants of the town and parish of Wakefield, for a free grammar-school there to be established, for teaching children and youth belonging to the parish of Wakefield in good learning, it was ordained that there should be a free grammar-school, to be called the Free Grammar-School of Queen Elizabeth, at Wakefield, for teaching children and youth in grammar and good learning, to consist of a master and usher; and after constituting and incorporating fourteen persons as governors, the charter ordains that the governors, or the greater part of them, should have power, within 60 days after a vacancy, to present a proper person of the degree of M. A. to the Archbishop of York, who should allow him to be schoolmaster, and that such person should be schoolmaster so long as he should be found by the governors, or the greater part of them, to be diligent and faithful, and fit for his office, and in default thereof the governors should, upon one quarter's warning, have power to remove him; and that on failure of the governors to elect a master within sixty days, the master and fellows of Emanuel College, Cambridge, should have power to elect a fit master of arts to be schoolmaster, with the consent of six of the governors; that the governors, or the greater part of them, with the assistance of the schoolmaster, should have power to appoint a fit usher in the school, and with the consent of the schoolmaster to displace such usher upon a quarter's warning, if found negligent or unfit for his place; and that the governors, or the major part of them, with the schoolmaster's advice and consent, should have power to make statutes and ordinances in writing, for the better governing of the school and schoolmaster, and of the lands, possessions, revenues, and goods of the school, with all other things to the school belonging; and that the governors should have power to purchase and take to the use of the school, manors, lands, and hereditaments, of the clear yearly value of 100 marks.

By the Statutes or Rules, dated the 20th July 1607, it is directed and provided that the master should have taken the degree of A. M. in the University of Oxford or Cambridge, but not be called to a pastoral charge, or hired to serve as a preacher, minister, or curate in the Church, and in all such cases he should forthwith cease to be master; that the master should instruct the children in the grounds and principles of the Christian Religion, and cause them to attend church on the Sabbath, and instruct them in grammar and the Latin and Greek tongues; that the usher should not be a stipendiary preacher or reader in the Church, except in the church at Wakefield, and that only by licence of the governors, and *durante bene placito*; that he should be chosen by a majority of the governors, with the assistance of the master, but the election by a majority of the governors should be good though the master's consent should not be had; and that one hour should be appointed by the usher every teaching-day, for instructing the scholars in writing; that none should be admitted as scholars unless able in tolerable sort to read English, and to be

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Charities under the
administration of
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School,
continued.

promoted to the accident; that every scholar entered into the school to be taught grammar, being of the town or parish, or freed by grant of the governors, under their common seal, for some liberal contribution given to the school, should pay 12*d.* for admission to the master or usher under whose teaching he was to be entered, unless he should be the son of a day-labouring man, or one of the like quality, and then his admission should be free; that every foreigner admitted should pay 2*s.*, such sum to be answered quarterly to the spokesman, by the master or usher, for every scholar; and that it should not be lawful for the master to receive into his teaching above 20 scholars not privileged free scholars by the foundation, or by the grant of the governors under common seal, for some fore-past liberal contribution to the school; and that the usher should not receive into his teaching above the number of 10 foreigners alike unprivileged.

Particulars and Rental of Estates belonging to the Grammar School :

PROPERTY.	Quantity.	OCCUPIERS.	Annual Rent.	REMARKS.
	A. R. P.		£. s. d.	
The free grammar-school and library, with a garth and a croft adjoining, used principally as a play-ground	- -	{ Rev. M. J. Nay- lor, the master - }	Rent-free	
The writing-school, near the grammar-school - }	0 2 0	John Waterhall -	2 - -	
Acknowledgment for win- dow-lights into the free- school croft - - - }	- -	James Hargrave -	- - 6	
The site of the school- premises was granted the 3d October, 36 Elizabeth, and the 24th October, 38 Elizabeth, by George Sa- ville and Thomas Saville.				
A rentcharge out of the rectory of Thorp Arch, granted the 23d April 1599, by Thomas Saville, esquire }	- -	Rev. — Baker -	3 6 8	{ By the terms of the original grant the an- nuity is 3 <i>l.</i> 6 <i>s.</i> Some arrears are due, and a deduction for land-tax is claimed.
A rentcharge of 10 <i>s.</i> out of copyhold houses in Wren- gate, Wakefield, and a rent- charge of 1 <i>l.</i> 2 <i>s.</i> out of property called Parsonage Lands; the former granted by a Surrender the 25th April, 41 Elizabeth - }	- -	{ The male heirs of Rev. John Whit- ton. Paid by Mr. Bower - - }	1 12 -	
A rentcharge out of a copyhold house in the Ap- ple-market, called the Bull's Head, granted by Surren- der the 22d October, 44 Elizabeth - - - }	- -	{ J. Hampson, 10 <i>s.</i> — Cooper, 10 <i>s.</i> }	1 - -	{ Not regularly collect- ed of late.
A rentcharge out of a house in Westgate, granted by George Warton, the 45 Elizabeth - - - }	- -	G. T. Leigh, esq.	- 6 8	{ Not regularly col- lected.
The Bank Close, Wakefield	5 2 20	Mr. Sykes - -	25 - -	} This exchange ap- pears to have been be- neficial to the charity.
The Agbrigg Close, Sandal	8 0 19			
A butt of land in Oldfield, adjoining Agbrigg Close - }	0 0 36	John Exley - -	33 7 6	
These lands were taken in exchange in 1761 for the one-third part of the Hooton Pannal Tithes, given by G. Saville in 1594, as next-mentioned; and a close adjoining Westgate Moor in Wakefield, of 3 R. 33 P. given by Thomas Saville, in the 41 Elizabeth.				

PROPERTY.	Quantity.	OCCUPIERS.	Annual Rent.	REMARKS.
	A. R. P.		£. s. d.	
The advowson of Hooton Pannal, devised by George Saville, the 16th December 1594, together with one third part of the tithes of the parish, exchanged as above mentioned - -	- -	{Incumbent, Rev. John L. Newmarch.		
A messuage and seven closes at Gawthorpe, surrendered by Thomas Saville, the 1st June, 41 Elizabeth - - -	8 3 29	James Nowell -	21 - -	
An allotment in Cock and Bottle Lane, Sandal, under an Inclosure Award, dated the 23d January 1806 -	0 0 16	William Brown.		
A rentcharge out of a house and land at Pontefract, given by the will of John Frieston - - -	- -	{The tenant to University College, Oxford - -}	4 - -	
A rentcharge out of a house and croft in the Tofts, and sundry parcels of ground beyond the bridge at Wakefield, given by a person named Denton -	- -	{Heirs of Wright and Rayner -}	- 6 8	Not regularly paid.
Three closes of land at Warmfield - - -	11 2 10	Peter Carter -	16 8 -	
The site of part of a barn, 14 yards by 6 yards, at Warmfield - - -	- -	Vicar of Warmfield	1 - -	
A piece of ground in Kirkthorpe - - -	- -	{Trustees of Air and Calder Navigation - -}	1 - -	
Devised by Thomas Cave, the 6th of February 1602.				
The reversion in two cottages at Alverthorp, and in an allotment of 2 A. 2 R. 32 P. in the outwood of Alverthorp, awarded in respect of the cottages - -	2 3 0	{Late John Cliffe, now Mrs. Clay -}	- 1 -	
The cottages appear to have been surrendered by Alice Grant, in the 35th of Elizabeth, and to have been surrendered by the governors in the 4th James II., to J. Oldroyde for 200 years, at the yearly rent of 12d. -	- -	- - - -	- - -	{No account can be given of the circumstances under which the lease for 200 years was granted.
Three cottages in Horbury, surrendered the 44th Elizabeth, by Elizabeth Saville -	0 0 9	Mrs. Howden -	6 6 -	
An allotment on Hawking Croft, Horbury, in lieu of property surrendered, the 7th James I., by Robert Saville - - -	0 2 38	Joseph Lilley -	10 10 -	
The Middup Fore Close -	2 1 1			
Two closes and an allotment in Horbury - -	2 3 21	John Race -	10 - -	
These closes were purchased by the governors in 1717, with 120 <i>l.</i> arising from the sale of other property.				
A rentcharge out of a house in Westgate, granted by Rowland Barrow, the 21st January, 1 James I. -	- -	John Lee, esq. -	4 - -	

Wakefield.
Charities under the administration of the Governors of the Free Grammar School, continued.

(continued)

Wakefield.

Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

PROPERTY.	Quantity.	OCCUPIERS.	Annual Rent.	REMARKS.
	A. R. P.		£. s. d.	
A rentcharge out of a house in Northgate, granted the 21st April, 1 James I., by John Allott - -	- -	— Chadwick, esq.	- 10 -	
A rentcharge out of a messuage and closes, called Carrs, and Carr Flat, containing 36 acres, granted by Richard Lister, the 20th December, 1st James I. -	- -	{ Godfrey Higgins, esq. - - - }	1 - -	
A rentcharge out of a house in Westgate, granted by William Pollard, the 17th November, 1st James I. -	- -	{ Heirs of T. Heigh, per Mr. Lumb, agent - - - }	- 6 8	
A rentcharge out of a house in Westgate, granted by George Spirye, the 17th November, 1st James I. -	- -	Mr. William White	- 5 -	
A rentcharge of 10 s. granted by Robert Pighills, in the 1st of James the 1st, out of five roods of land in Clifffield; and another of 4 s. granted by Roger Field in the same year, out of a house in Westgate - -	- -	{ Heirs of ——— Straubenzie - }	- 14 -	{ These rentcharges were united in 1723. The money is not regularly paid at present, in consequence of some question existing about the ownership of the property.
A rentcharge out of a house in the market-place, granted by Edward Watkinson, the 16th October, 1st James I. - - -	- -	Benjamin Freeman	- 16 8	
A rentcharge out of a house and garden, granted by Miles Brigges, in the 2d of James I. - -	- -	Mr. James Teale -	- 6 8	
A rentcharge out of a messuage, croft and garden, granted by Oswald Leyburne, in the 2d of James I. -	- -	George Pilkington	- 4 -	
A rentcharge out of houses near the market-cross, granted by Robert Haye, the 2d James I. - - -	- -	James Wells -	- 15 -	
A rentcharge out of a close called Windhills -	- -	Mr. William Poole	1 10 -	{ The validity of the sale of which this rentcharge was the consideration seems questionable.
By a deed, dated the 17th December 1723, John Burton granted to the governors a rentcharge of 30 s. a year out of a close of half an acre of land, abutting on the East Moor, and a Freeland Close adjoining, in consideration of a sale to him by the governors of the former close, which, as the deed recites, they considered of much less value than the rentcharge.				
A rentcharge out of the tithes of Belham - -	- -	{ W. N. W. Hewitt, esq. - - - }	- 10 -	
This rentcharge is mentioned for the first time in the accounts for the year 1712.				
Two closes called Windhill Closes, adjoining the East Moor, in Stanley -	6 0 29	William Pugh -	28 - -	

PROPERTY.	Quantity.	OCCUPIERS.	Annual Rent.	REMARKS.
	A. R. P.		£. s. d.	
A close, called Windhill Close, adjoining East Moor, Stanley - - - - - These lands appear to have been purchased during the reigns of James I. and Charles I.	1 2 34	James Scolefield -	10 - -	
A close near Balne House in Wakefield, the gift of a person named Cockell - -	1 1 2	Joseph Jackson -	8 8 -	
A close near Clifffield Fee, in Wakefield - - - -	- 3 37	Thomas Smith -	8 10 -	
The Free School Close, conveyed in moieties, the 11th June, 15th James I., and 25th July, 2d Chas. I. }	7 3 0	Thomas Scholes -	30 - -	
A messuage, garden and orchard, in Almshouse-lane, Wakefield, purchased in 1671, with 90 <i>l.</i> part of which was given by Thomas Scholey - - - - -	0 3 0	Hester Peterson -	51 - -	This house was occupied by the late master, but on the appointment of the present master the governors took the letting of the property into their own hands.
One-sixth part of Clifffield tithes in Wakefield - - - William Dennison, by will, dated the 18th October 1612, gave two thirds of one sixth part of the tithes to the head-master, and one third to the usher of the school.	- - -	- - - - -	No annual value can be set on the tithes for the reasons mentioned in the next column.	These tithes are now of small value, and scarcely worth collecting. They are the great tithes of a piece of land called Clifffield, which is now partly built upon, partly in gardens, and the remainder in grass, and there is a modus of 1 <i>s.</i> an acre for the tithes of hay. A moiety of the tithes belongs to the vicar, and the agent of the governors collects the whole of the tithes about once in three years.
Three allotments at Thornes, in lieu of property given in the time of James the 1st, by persons named Jackson, Wharton, and Kaye }	4 1 10	John Gregory -	10 10 -	
An allotment at Stanley, being part of a general allotment awarded in respect of the different charity-estates held by the governors }	3 3 30	T. Ridsdale - -	8 18	
An allotment in Ossett, under an Award, dated 8th August 1810 - - - - -	0 0 35	David Fothergill -	1 - -	
Four pews in Wakefield church, for the use of the master and scholars.				

Wakefield.
Charities under the administration of the Governors of the Free Grammar School,
continued.

Of the following rentcharges and premises which appear to have been lost, or perhaps sold by the governors, no satisfactory account can be given.

Three rentcharges of 6*s.* 8*d.* each out of land in Wakefield; 5*s.* a year out of land in Thornes; 4*s.* a year, 1*l.* a year, and 13*s.* 4*d.* a year, out of houses in Wakefield; 2*l.* a year out of a messuage in Normanton; 1*l.* a year out of Lister Close, at Crofton, and 6*s.* 8*d.* a year out of two closes in Alverthorpe. Certain copyhold houses in North Gate and Wren Gate; a freehold house in Wren Gate, and a freehold house in Kirk Gate, Wakefield.

Wakefield.

Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

Steps were taken by the governors before the year 1817 to ascertain by whom the last-mentioned rentcharges should be paid, and which were the particular houses, but without success.

Some property at Kirkthorp belonging to the grammar-school was some time ago taken for the purposes of the Air and Calder Navigation, and the price paid for the land was 200*l.* which was carried to the general account of the grammar-school trust, and was applied as part of the funds of the charity, partly towards draining and more effectually fencing land belonging to the school near the town of Wakefield, and partly in enlarging a house belonging to the school, occupied by the then master.

1825, Income received :		£.	s.	d.
From rents, including 6 <i>l.</i> 6 <i>s.</i> under Wilson's gift, 23 <i>l.</i> under Bromley's new gift, and 2 <i>l.</i> a year under Stories University gift after mentioned	-	313	13	6
Rentcharges	-	12	17	6*
		£.	326	11 -

Disbursements :		£.	s.	d.
Rev. M. J. Naylor, head master	-	160	-	-
Rev. J. L. Sisson, usher	-	80	-	-
Mr. Proud, agent	-	15	-	-
William Fawcett, assistant collector	-	2	-	-
Taxes	-	3	-	-
Sundry payments for repairs, &c. &c.	-	35	17	2
		£.	295	17 2

A debt was lately incurred by the expenditure in improvements of a house, and draining and inclosing part of the land belonging to the school, of which at the time of this inquiry there remained due the sum of 37*l.* 18*s.* 2½*d.* When the debt is discharged, and the funds will permit, the governors intend to increase the stipends of the master and usher.

The school is kept up as a grammar-school, and the boys are instructed in classical learning by the master and usher; the sons of the inhabitants of the parish of Wakefield being admitted as free-scholars on application to the master or usher. There are at present about 32 boys in the school, but the number is generally somewhat greater, and on an average may be stated at 40. All the boys at present, with the exception of one, are free-scholars. The boys are instructed in reading, writing and accounts, by a writing-master in a separate school, for which the foundation boys pay 10*s.* 6*d.* a quarter, being half of the charge made for other scholars attending the writing-school.

The salaries of the master and usher used formerly to be in the proportion of five to three; and the master is of opinion that it would operate as a stimulus to the exertions of the usher if he were allowed to derive a benefit from scholars who are not on the foundation, according to the system which prevailed before the proportion of the salaries was altered.

The School Library.—The books in this library were partly given, and partly purchased with money given for the purpose. The master has the use of the books for himself and the scholars. The library room is used by the governors for their meetings, and on that account they pay 5*l.* a year to the school-trust out of the income of other charities under their discretion.

CHARITIES FOR THE POOR OF THE PARISH AND TOWN OF WAKEFIELD.

The estates and property held under this trust were partly given by different benefactors, and partly purchased by the trustees or governors, with pecuniary benefactions, and trust-money in their hands. The decree of the commissioners of charitable uses under the commission of 1716 confirmed the division of the rents and profits which had previously been adopted by the trustees in the proportions of one third to the poor of the parish, and two thirds to the poor of the town.

* *Note.*— This is the annual amount of the rentcharges collected by the present agent. A few pounds additional may probably be recovered.

PROPERTY.	Quantity.	Tenant.	Rent.	REMARKS.
	A. R. P.		£. s. d.	
In Crigglestone : Two closes, purchased by the trustees, and an allot- ment - - - - }	7 2 8	W. Parkinson -	10 10 -	
In Thornes : A close, purchased by the trustees, and allotments - }	9 1 6	Joseph Robinson -	25 7 -	
In Wakefield : Two closes near the oil mills, which were taken in exchange in 1785, together with a farm at Alverthorpe belonging to the mens alms- house, for other property ; the property given up be- longing to this trust being four acres of land at Thornes, which had been purchased by the trustees, and was let at the time of the exchange at 8 <i>l.</i> a year - - - }	6 3 35	Mrs. Horner -	31 - -	
A rentcharge out of land near the fair-ground - }	- -	William Clarnock -	- 3 -	
Two closes - - -	6 1 34	T. Scholes - -	27 - -	
In Silkstone : A rentcharge out of an estate at Nabbs, which was purchased with 300 <i>l.</i> , and granted by deed, dated 12th September, 4 James I. }	- -	{ T. Ownsworth and J. Johnson - }	20 - -	
In Shelbrooke and North Elmsall : A rentcharge out of the tithes of Shelbrooke and North Elmsall, given by the will of Richard Pymond, dated 21st May, 28th Henry VIII. - - - - }	- -	- - - -	5 - -	
In Alverthorpe : A rentcharge out of the moor-crofts - - - }	- -	Heirs of D. Mande -	- 8 -	
In Stanley : A messuage, croft, and close, purchased by the trustees, and allotments in respect thereof - }	11 0 38	R. Lake - -	30 - -	
Part of the general allot- ment for charities - - }	1 2 27	J. Ridsdale - -	5 3 -	

Wakefield.
Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

At the time of this inquiry there was a balance in hand on account of this trust of 466*l.* 17*s.* 3*d.*, which it was proposed to lay out on some security or purchase, to increase the income.

The income under this trust is applied, as to one third, in paying to poor widows of the parish stipends of 3*s.* 6*d.* a week ; and the other two thirds are transferred to the trust for the poor of the town, and form part of the income of that trust.

1825. Income received	-	-	-	-	-	-	-	£.	166	12	-
Disbursements :									£.	s.	d.
Agent's salary	-	-	-	-	-	-	-	-	3	15	-
Seven widows	-	-	-	-	-	-	-	-	63	14	-
Poor of town-trust	-	-	-	-	-	-	-	-	92	2	10
Sundries	-	-	-	-	-	-	-	-	5	12	-
									£.	165	3 10

GENERAL POOR OF THE TOWN OF WAKEFIELD.

Wakefield.
Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

The property and estates held under this trust have been partly given by different benefactors, and partly purchased with the produce of other property sold by the trustees or governors, and with pecuniary gifts and trust-money.

PROPERTY.	Quantity.	Tenant.	Rent.	REMARKS.
	A. R. P.		£. s. d.	
In Thornes : A close and five cottages, given by Anthony Blythe, by deed, dated 3d October, 30th Elizabeth - - -	3 2 30	Joseph Butler -	32 - -	
A railway over the land -	- -	Smithson & Co. -	12 - -	
In Stanley : A croft - - - -	2 0 0	J. Goodall - -	2 - -	
In Thornes : A close in the Low Field -	2 0 14	S. Thompson -	6 10 -	
Rastrick, near Halifax : A rentcharge out of two messuages and five closes, purchased by the trustees -	- -	Thomas Firth -	12 - -	
In Wakefield : A rentcharge out of a house in North-gate -	- -	{Devises of Mrs. Burgoyne - -}	- 10 -	
Ditto out of a house at bottom of the church-yard }	- -	Hannah Jackson -	- 6 8	
In Rotherham : A rentcharge out of a house in Church-street, given by the will of Wil- liam Maling, dated 25th August 1698, for 10 poor widows. }	- -	Sir T. L. Wood, bart.	- 10 -	
In Horbury : A close and allotment -	6 3 27	J. Knowles - -	18 - -	
In Alverthorpe and Thornes : A close and allotment -	3 3 23	T. Barrass - -	11 11 -	
In Wakefield : The old chapel on the bridge - - - - - The acquisition of this is unknown.	- -	Magistrates - -	- - 6	
A rentcharge out of tene- ments near Market-place, given by the will of — Laburne - - - -	- -	{Minister of East Ardsley - -}	1 - -	
In Stanley : Part of the general allot- ment for charities - - }	1 1 20	John Ridsdale -	4 1 4	
In Wakefield : Two sixth-parts of the Cliffild tithes, given by the will of William Denison, dated 18th October 1604, for the poor - - - }	- -	- - - -	- - -	{ See the observations upon the subject of these tithes in the account of property belonging to the free grammar-school.
In Royston : Two closes, which were received in exchange for a house in Wakefield, part of property given by Thomas Cave, by will, dated 6th February 1602 -	9 3 38	J. Holroyd - -	13 13 -	

PROPERTY.	Quantity.			TENANT.	Rent.			REMARKS.
	A.	R.	P.		£.	s.	d.	
In Sandal :								
Land and allotment -	1	2	10	Executors of Smith	3	-	-	
Ditto - - -	-	-	-	John Exley - -	3	12	6	
Part of Cave's gift.								
In Wakefield :								
A garden - - -	0	2	30	J. Holdsworth -	3	3	-	
In Thornes :								
The Horncastle Close, } which was surrendered in 1655 by Thomas Thompson to trustees for the poor in Kirkgate - - - }	2	2	0	J. Mellin - - -	17	-	-	
In Wakefield :								
Dwelling-houses conveyed by Joseph Oley in 1680, in trust for poor widows of West-gate and North-gate }	-	-	-	Sundry occupiers -	34	10	-	
In Stanley :								
Part of the general allot- ment for charities, awarded in respect of Oley's gift - }	3	2	30	John Ridsdale -	7	-	6	

Wakefield.

Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

In 1824 there was a balance in hand on account of this trust of 435*l.*, a great part of which was expended in building three houses in Thornes-lane, in the parish of Wakefield, on part of the trust-estate, by which the income of the charity was increased.

The income is distributed in money and clothing among poor widows and poor women of Wakefield; 19 widows receive 6*d.* a day, and about 200 poor women receive petticoats or clothing. The number of poor persons assisted from time to time depends upon the state of the income.

1825. Income received, including the proportion for the poor of the town arising under the trust for the poor of the town and parish, and 3 <i>l.</i> 3 <i>s.</i> a year arising under Wilson's gift next mentioned	£.	s.	d.
- - - - -	277	14	4

Disbursements :	£.	s.	d.
Agent's salary - - - - -	13	2	6
Nineteen widows - - - - -	172	18	-
Clothing and other incidental expenses - - - - -	73	2	9
Repairs, &c. - - - - -	15	15	-
	£.	274	18 3

WILSON'S GIFT.

Richard Wilson, by Will, dated 7th December 1672, devised lands to three trustees, and their heirs, to the use of the vicar and curate of Wakefield, the master and usher of the free grammar-school, and the poor of the town of Wakefield, equally; and by indenture of feoffment of the 15th February 1681, the trustees of Wilson's will conveyed the same to the governors of the free grammar-school.

Property and Rental.

PROPERTY.	Quantity.			TENANT.	Rent.		
	A.	R.	P.		£.	s.	d.
In Thornes :							
Lands - - - - -	5	2	37	William Oakes - - -	8	8	-
Piece of land - - - - -	5	2	30	Joseph Robinson - -	10	3	-
In Stanley :							
Part of the general allotment for charities - - - - - }	-	1	32	John Ridsdale - - -	1	-	-

Wakefield.	1825. Receipts	-	-	-	-	-	-	-	-	£.	19	11	-
Charities under the administration of the Governors of the Free Grammar School, <i>continued.</i>	Disbursements:									£.	s.	d.	
	Agent's salary	-	-	-	-	-	-	-	-	1	-	-	
	The vicar	-	-	-	-	-	-	-	-	3	3	3	
	The curate	-	-	-	-	-	-	-	-	3	3	3	
	Master	-	-	-	-	-	-	-	-	3	3	-	
	Usher	-	-	-	-	-	-	-	-	3	3	-	
	Poor of town	-	-	-	-	-	-	-	-	3	3	-	
	Sundries	-	-	-	-	-	-	-	-	1	10	-	
									£.	18	5	6	

THE CHARITY SCHOOL, AND STORIE'S PETTY GIFT.

It appears by the inquisition under the commission of charitable uses, bearing date the 29th March 1716, that the trustees and committees for the poor of the town of Wakefield, out of their charity-stock belonging to the town, laid out 30*l.* in purchasing a tenement in Westgate, which was afterwards pulled down in order to the erecting of a charity-school for teaching and instructing the poor children of the town in reading, writing, and arithmetic, which school was built and erected by the trustees in the year 1707, and that they expended 60*l.* in making fit lodgings for the master and mistress thereof, and afterwards laid out 26*l.* in making seats for the charity-children in the church; and that they had paid yearly to the master and mistress of the school the sum of 35*l.* for their salaries, and had disbursed each year about the sum of 25*l.* in clothing the poor boys and girls brought up in the school; and by the decree grounded upon the inquisition, the commissioners approved and confirmed what had been done by the trustees with respect to the building and establishing the charity-school, and the yearly allowances to the master and mistress thereof.

Some property and benefactions have since been given, and purchases have been made for the support of the charity-school.

Charity-School Property and Rental.

PROPERTY.	Quantity.	TENANT.	Rent.	REMARKS.
	A. R. P.		£. s. d.	
In Wakefield:				
The charity-school and teacher's house, with a yard and garden	- -	Schoolmaster.	- - -	
An acknowledgment for a window light	- -	Rev. T. Johnson	- - 6	
Ditto, for a small slip of ground near the school-yard	- -	Joseph Scott	- - 6	
In Purston Jacklin:				
A messuage, cottage, barn, garden, closes and allotments	24 3 35	Samuel Shooter	33 16 -	
In Ossett:				
A messuage, fold, garden, closes and allotment which were purchased in 1724 with 100 <i>l.</i> given by Fran. Maud as supposed	10 0 9	David Fothergill	25 - -	
In Alverthope and Thornes:				
A close purchased in 1753, and an allotment	2 1 7	Samuel Thompson	9 10 -	
In Stanley:				
Part of the general allotment for charities	1 1 33	John Ridsdale	2 3 10	

PROPERTY.	Quantity.	TENANT.	Rent.	REMARKS.
	A. R. P.		£. s. d.	
In Stanley: A rentcharge given by the will of Richard Wilton, out of the manor and rectory of Wakefield, and the great tithes of Wakefield and Stanley, and which is paid out of the tithes of allotments in Stanley - - -	- -	William Fenton, esq.	5 - -	
An annuity given by the will of John Smith, esq., in 1729 for purchasing religious books for the boys apprenticed from the school out of the profits of a share in the Aire and Calder Navigation - - - -	- -	{ Proprietors of Navigation - - }	- 5 6	

Wakefield.
Charities under the administration of the Governors of the Free Grammar School,
continued.

The income of the charity is further increased by a collection made at the church on the occasion of two sermons annually preached for the benefit of the charity-schools.

PROPERTY LOST, OR NOT AVAILABLE.

A rentcharge of 1*l.* a year given by a person named *Green*.
The sum of 5*l.* 10*s.* a year, which, when the market-cross was erected, it was agreed with John Smyth, esq. should be paid to the charity-school by the public bodies making use of the chamber in the market-cross for their meetings; Mr. Smyth having paid 100*l.* for completing the building on that condition. The payment has ceased, as the chamber is no longer used for public meetings.
Storie's Petty Gift.—By Indentures of the 25th and 26th May 1674, and by a surrender, *John Storie* conveyed a house and nine acres of freehold land at Ardsley, and surrendered 1*A.* 2*R.* of copyhold-land in Sandal to the governors of the free grammar-school, in trust, for teaching 12 children at a petty school until they should be fit to go to the free grammar-school; the children to be chosen first out of Northgate, next out of Kirkgate, and then out of Westgate.

PROPERTY.	Quantity.	TENANT.	Rent.	REMARKS.
	A. R. P.			
In Wakefield: An allotment in the Ings, Wakefield, where the fortnight cattle-fair is held - The close in Sandal, called Whinfield, mentioned in the will, containing 2 <i>A.</i> 0 <i>R.</i> 28 <i>P.</i> was exchanged in March 1765 for 1 <i>A.</i> 2 <i>R.</i> 16 <i>P.</i> of land in Wakefield Ings. Another piece of ground in the Ings adjoining the former, purchased by the trustees with 1,500 <i>l.</i> belonging to the trust for Storie's University Gift, for which interest is paid at four per cent per annum -	1 2 16 2 0 0	{ The ground in the Ings is used for pens for cattle, and the tolls for the use of the pens is collected by an agent for the governors. The tolls are of uncertain amount, and there is a large annual expenditure in repairs, and keeping up the pens, &c. - }		This exchange has proved highly advantageous.

Wakefield.

Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

The house and land at Ardsley, mentioned in the will, never came into the possession of the governors, and the identical property, and the present possessor of it, are unknown.

There never was a school for 12 children, as directed by the will, established, in consequence, probably, of the property at Ardsley not coming into the possession of the governors, and the property at Sandal being of small value; but the income of the charity-estate was for some time paid to the master of the charity-school for teaching poor boys from Northgate exclusively, and it has now for a long time past been carried to the general account of the charity-school trust, boys from Northgate attending at the charity-school promiscuously with the others.

A balance in hand belonging to the charity-school trust of upwards of 600*l.*, together with the sum of 1,011*l.* borrowed for the purpose, has been expended since 1815 in improving the fair-ground, by walling, draining, levelling, and erecting pens.

The income from the above sources is applied to the support of a charity-school, for the clothing and instruction of poor boys and girls of Wakefield; the children being taught reading, writing, and arithmetic, and the girls sewing and household-work in addition. The number of children varies with the state of the annual income, and at the time of this inquiry there were 75 boys and 50 girls in the school.

1825. Income :										£.	s.	d.
Charity-school income	-	-	-	-	-	-	-	-	-	105	9	4
Storie's Petty Gift :												
Fair-ground, 26 stands, at 20 <i>l.</i>	-	-	-	-	-	-	-	-	-	520	-	-
Anne Barber	-	-	-	-	-	-	-	-	-	4	-	-
J. Kitson	-	-	-	-	-	-	-	-	-	3	3	-
										£.	632	12 4
Disbursements :										£.	s.	d.
Expenditure on fair-ground	-	-	-	-	-	-	-	-	-	106	5	2
Interest to Storie's university-gift, from the Petty Gift	-	-	-	-	-	-	-	-	-	63	8	4
Master's salary	-	-	-	-	-	-	-	-	-	73	10	-
Mrs. Wilkinson's salary	-	-	-	-	-	-	-	-	-	30	-	-
Agent's salary	-	-	-	-	-	-	-	-	-	7	10	-
Rent and taxes	-	-	-	-	-	-	-	-	-	20	-	-
Clothing, &c.	-	-	-	-	-	-	-	-	-	204	6	6
Coals, Books, &c.	-	-	-	-	-	-	-	-	-	35	9	6
										546	9	6
Interest of debt										36	-	-
										£.	576	9 6

BROMLEY'S OLD GIFT.

John Bromley, by Will, dated 3d January 1722, devised two messuages, with a barn and cottage, in Kirkgate, and a messuage in Westgate, to the governors of the free grammar-school, upon trust, out of the rents to pay yearly to the curate of the church of Wakefield 5*l.* at Christmas, and to apply the remainder for the use and benefit of the charity-school in Wakefield, for teaching poor children in Wakefield to read and write.

Property and Rental.

PROPERTY.	Quantity.		OCCUPIER.	Rent.		REMARKS.
	A.	R. P.		£.	s. d.	
In Wakefield :						
Different houses and tene- ments	-	-	T. Blacker	19	10 -	
Ditto ditto	-	-	J. Craven	7	10 -	
			J. Cornish	7	10 -	
			J. Drake	7	- -	
			T. Day	3	- -	
			J. Dinneson	3	- -	

PROPERTY.	Quantity.			OCCUPIER.	Rent.			REMARKS.	Wakefield. Charities under the administration of the Governors of the Free Grammar School, <i>continued.</i>
	A.	R.	P.		£.	s.	d.		
In Wakefield :									
Different houses and tenements - - - - }	-	-		R. Johnson - -	8	-	-	The premises occupied by these tenants were held by a lease for 60 years, which expired in April 1824, at the yearly rent of 1 l. 1 s.	
Ditto ditto - - - }	-	-		D. Kitson - -	2	2	-		
				J. Oldroyd - -	3	-	-		
				R. Sellers - -	3	-	-		
				W. Taylor - -	3	-	-		
				M. Foxall - -	5	-	-		
				T. J. and G. Green	1	1	-		
				B. Honley - -	5	15	6		
				J. Mitchell - -	5	-	-		
				J. Robinson - -	5	-	-		
				W. Wraith - -	9	12	-		
Acknowledgment for an encroachment - - - }	-	-		J. Fawcett - -	-	1	-		
In Emley :									
The moiety of a farmhouse, homestead, croft, lands and allotments. The other moiety belonging to Bromley's New Gift - - }	26	2	28	Thomas Blacker -	19	10	-	This exchange is represented to have been advantageous to the charities; but it has been animadverted upon; part of the property received belonging to one of the then trustees, as alleged, and the property given up, being advantageously situated for building purposes.	
The farm was taken in exchange under deeds of 1st and 2d February 1803, being then let for 32 l. a year, for several houses in Kirkgate belonging to this trust, then let for 7 l. 6 s. a year, and land belonging to Bromley's New Gift.									
In Stanley :									
Part of the general allotment for charities - - }	4	3	20	John Ridsdale -	11	16	8		
1825. Income - - - - -								£. 109 18 2	
Disbursements:								£. s. d.	
Repairs and other incidental expenses, on average - - -								24 12 6	
Agent - - - - -								2 12 6	
Collector and attendant - - - - -								2 - -	
								£. 29 5 -	

The sum of 5 l. a year ought to be paid, and will henceforth be paid out of the income to the curate, but it has lately by mistake been paid to him out of the revenues of Bromley's new gift.

Three houses have lately been built on the charity-estate, and the surplus income is at present applied in discharge of the debt so incurred ; when that is defrayed the surplus income will be carried, as it was before, to the account of the charity-school.

BROMLEY'S NEW GIFT.

John Bromley, by his said Will, dated 3d January 1722, after devising as above mentioned, and also devising a messuage and croft in Rothwell for the use of a school there, gave and devised all other his messuage, lands, tenements and hereditaments in Wakefield, and in Thornes, Stanley, Lofthouse, Rothwell, Royds, Monk Bretton alias Burton, or elsewhere, in the county of York, to certain persons therein named, for life, and devised and appointed an annuity or yearly rentcharge of 100 l. thereout, to be paid unto the eldest and other sons of William Cecil, and their issue in tail-male ; and he gave and devised all the remainder of the rents and profits of the said last-mentioned premises unto the governors of the free grammar-school of Wakefield, and their successors, upon trust, to pay and apply the same for the clothing and putting forth of

Wakefield.

Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

of poor boys in the town of Wakefield, apprentices to trades; and in case of failure of issue male of the said William Cecil, he devised the said annuity or yearly rentcharge of 100*l.* unto the said governors, upon trust, to apply 40*l.* per annum, part thereof for the relief of decayed and needful housekeepers within the town of Wakefield, who have paid assessments scot and lot, and not to any other persons; and other 40*l.* to be yearly paid and applied towards clothing and putting out poor boys in Wakefield to trades, and assisting them in setting up after they have served their apprenticeship; and 20*l.*, residue of the said annuity of 100*l.*, to be paid yearly to the two teaching-masters of the free grammar-school of Wakefield, share and share alike, on Christmas-day.

Property and Rental.

PROPERTY.	Quantity.	OCCUPIER.	Rent.	REMARKS.	
	A. R. P.		£. s. d.		
In Wakefield:					
A garden - - -	1 30 0	J. Jaques - - -	20 10 -		
A piece of ground - -	2 25 0				
The latter was received in exchange from the proprietors of the Calder and Hebble navigation, for ground near Kirkgate Bridge-end.					
In Rothwell:					
Closes - - -	43 0 27	W. Jackson - -	62 10 -	This exchange was highly advantageous.	
A close - - -	3 0 24	J. Dobson - -	8 8 -		
In Rothwell Haigh:	22 0 0	G. Dobson - -	11 7 -		
		J. Clarkson - -	27 6 -		
		W. Tullan - -	11 7 -		
The latter property was taken in exchange under an Inclosure Act for a house and 8 A. 3 R. 31 P. of land at Royd.					
In Monk Bretton:					
Two houses and buildings, and land - - -	31 1 26	Richard Day - -	51 - -	There was an exchange of property at Monk Bretton in 1765 for other property there; and another exchange since under the Barnsley Canal Act.	
Two pieces of land - -	2 2 17				
In Stanley and Loft-house:					
A messuage, buildings and land - - -	29 1 26	W. Fenton - -	70 - -	This farm is subject to a fee-farm rent to the Duke of Leeds of 6 <i>l.</i> a year. Upon the propriety of this exchange there is much difference of opinion. The land given up was valuable as building ground, and has since been built upon. The farm will bear an advance of rent, and is about to be re-let.	
Two messuages and ditto -					
An allotment - - -	0 0 20	J. & J. Charlesworth	42 - -		
A coal-road over part of the last-mentioned premises	- -				
In Stanley:					
Nine sixteenths of Wilbett Farm and allotment, containing 68 A. 1 R. 32 P. in the whole - - -	- -	J. Nicholls - -	70 5 -		
This farm was received in exchange under articles of agreement with the late Sir Thomas Pilkington, bart. in 1802, for property belonging to Stories University Gift, and for a close at Kirkgate Bridge, Wakefield, of 3 A. 0 R. 38 P. (then let for 16 <i>l.</i> a year,) belonging to this trust, and for 350 <i>l.</i> in money.					

PROPERTY.	Quantity.	OCCUPIER.	Rent.	REMARKS.
	A. R. P.		£. s. d.	
In Stanley: Part of the general allotment for charities - - }	6 2 24	John Ridsdale -	15 18 -	
In Wakefield: A house in Butcher-row, and two sittings in a pew in Wakefield Church - - }	- -	Eliz. and T. Sigston	21 - -	
House - - - - -	- -	William Wilson -	25 - -	
A house and two sittings in the Church - - - }	- -	W. P. Beckett -	80 - -	
A close near the Old Mills	4 2 18	Joseph Briggs -	13 - -	
In Stanley: The Windhills Close - -	2 1 15	J. Brammall -	10 10 -	
Two closes - - - -	4 2 26	D. Lake - -	11 10 -	{ This appears to have been an advantageous exchange, and is likely to prove still more beneficial.
This property was received in 1767 for a house in Butcher-row, Wakefield, let for 10 <i>l.</i> a year.				
Broadland Gaps Close -	2 0 34	D. Heald - -	8 8 -	
In Wakefield: Two closes - - - -	11 2 26	J. Holdsworth -	91 10 -	
In Sandal: Two closes - - - -	9 3 33			
The latter were received in exchange by agreement in 1805 for the Roughley Hill closes in Wakefield, containing 2 A. 3 R. 10 P. as is understood.				
In Thornes: A close - - - - -	5 2 7	G. Pilkington -	12 12 -	
Ditto - - - - -	2 - 27	J. Gregory - -	4 10 -	
An allotment - - - -	2 3 36	J. Ottley - -	12 - -	
In Emley: One half of a farm, and allments - - - - - }	26 2 28	T. Blacker - -	19 10 -	{ See the observations on this subject in the account of Bromley's Old Gift.
Taken in exchange in 1803 for a croft in Wakefield of 1 A. 2 R., called Loxley Croft, then let at 6 <i>l.</i> 6 <i>s.</i> a year.				

Wakefield.
Charities under the administration of the Governors of the Free Grammar School,
continued.

1825. Receipts:	£. s. d.
Rents - - - - -	705 1 -
Interest of money lent to other trusts - - -	31 2 -
	£. 736 3 -

The income of this charity, after payment of 20*l.* a year to the master and usher of the free grammar-school, and the expense of repairs and management, is applied for the purpose of apprenticing and clothing boys, and in donations to poor housekeepers; there are given to or for each apprentice 5*l.* on binding him out; 2*l.* a year to the master for clothing him; 5*l.* to the master at the expiration of the apprenticeship; and 15*l.* to the boy if he has well conducted himself, towards setting him up in trade; and there are allowed pensions of 10*s.* 6*d.* and 1*l.* 1*s.* a year, to poor housekeepers.

For some years there was a considerable accumulation, arising in consequence of the money applicable to the purpose of apprenticing not being called for, and the governors, under those circumstances, thought it right to advance

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Wakefield.
 Charities under the
 administration of
 the Governors of
 the Free Grammar
 School,
continued.

the allowance of 40*l.* a year, given by the will for poor housekeepers, to 200 guineas a year; but of late years the demand for the benefit of the apprenticing fund having greatly increased, the governors have not supplied the vacancies which arose in the number of housekeepers, in order to bring down the allowance for housekeepers to 40*l.* a year, and it has now been reduced to 45*l.* 13*s.* 6*d.* At the time of this inquiry there were 106 apprentices.

STORIE'S UNIVERSITY GIFT.

John Storie, by Will, dated the 29th April 1764, devised his copyhold and freehold within the county of York, for maintaining and bringing up three boys, the children of parents not able to bring them up, at one of the Universities of Cambridge or Oxford, for three years; such boys to be chosen out of those poor children that he had lately settled lands upon, for their teaching at the petty-school until they should be fit to go to the free-school at Wakefield; and so to be sent from thence, and maintained at one of the Universities for three years, and after that time other three boys of the same to be sent up, and maintained there three years successively, for ever; and he desired his friends Mr. John Morewood, of Alfreton, and Mr. Andrew Morewood, of the Hallows, to see that the same was settled accordingly.

He also gave on a certain condition, 1000*l.*, to be laid out in land for other exhibitions and similar purposes, but nothing was received under the latter bequest.

Present Property and Rental.

PROPERTY.	Quantity.	OCCUPIER.	Rent.	REMARKS.	
	A. R. P.		£. s. d.		
In Stanley :					
A copyhold close - -	2 1 30	} John Lake - -	27 - -	{ Upon the subject of this exchange some difference of opinion exists. See Bromley's New Gift. The farm is subject to a fee-farm rent of 6 <i>l.</i> a year. The farm will bear a considerable advance of rent, and is about to be re-let.	
Ditto - - - -	7 1 13				
Seven sixteenths of a mes- suage and lands at Wilbett, and an allotment at the out- wood - - - -	68 1 32 in the whole.	John Nichols - -	54 15 -		
Taken in exchange in 1802, under articles of agreement with the late Sir Thomas Pilkington, bart. The property given being 350 <i>l.</i> , a close in Kirkgate Bridge, Wakefield, belonging to Bromley's New Gift, and a close adjoining of three acres, (then let for 12 <i>l.</i> 12 <i>s.</i> a year,) belonging to this trust.					
A homestead, buildings, } and land - - - - }	12 3 2	Widow Rawling -	42 -		
Part of the general allot- ment for charities - - }	3 0 6	John Ridsdale -	6 12 -		
In Wakefield :					
A close near Cliffield Fee	1 2 28	R. Nichols - -	10 10 -		
Land in the Softs - -	4 3 0	T. Scholes - -	21 - -		
A piece of Land - -	- -	William Young -	1 1 -		
The two last-mentioned parcels were purchased in 1819 by the governors with 900 <i>l.</i> belonging to this trust.					

A close near the House of Correction containing 1A. 1R. 27P. was sold to the magistrates of the West Riding, for enlarging the House of Correction under an Act of Parliament, for 500*l.*, which was carried to the general account of this charity.

The sum of 63*l.*, or thereabouts, per annum, is carried to the account of this trust, as interest of the money due in respect of a loan of 1,500*l.* advanced to Storie's petty-gift trust, for the purchase of fair-ground in Wakefield Ing.

The funds of this charity are appropriated to the payment of three exhibitions to students at one of the Universities, brought up at the grammar-school, but in consequence of the Exhibitions not having formerly been called for with regularity for some time, a considerable accumulation arose, which has been laid out in the manner above stated. Of late the exhibitions have been required, and one third of the clear disposable income is given to each exhibitor, and the allowance is continued for three years: two exhibitions are at present paid.

It has been the custom to give the exhibitions to boys brought up at the grammar-school, though not educated under the charity called Storie's Petty Gift; and it seldom or never happens that boys from the charity-school are removed to the grammar-school; but some doubt having been lately entertained as to the authority of the governors to pay the exhibitions to young men not instructed under the Petty Gift charity, a petition was presented in the Court of Chancery to obtain the sanction of that Court to the donation of exhibitions to boys at the grammar-school, though not brought up in the charity-school; and before the time of this inquiry a reference had been made to one of the Masters of the Court, upon the hearing of the petition, to approve of a scheme, but the Report had not then been made.

1825. Income received - - - - - £. 227 10 4½

Disbursements :	£.	s.	d.
Exhibitions to two students at the University - - -	157	10	-
Agent's salary - - - - -	5	-	-
Use of library - - - - -	2	-	-
Duke of Leeds - - - - -	3	3	7½
Collector and assistant - - - - -	2	-	-
Repairs and sundries - - - - -	20	-	-
	£.	189	13 7½

THE BROOKSBANK ALMSHOUSES.

Leonard Bate, by Will, dated 31st August, 22d Elizabeth, devised two copyhold closes, called the Will Field, containing by estimation nine acres, and a croft in Authorpe of half an acre in the graveship of Thornes, Alverthorpe, and Stanley, to the use of trustees therein named; and he directed that the trustees should appoint five poor persons inhabiting in Wakefield to dwell in a house appropriated by him for that purpose; and that the trustees should pay, of the yearly rents of the lands, unto the five poor persons dwelling in the house, the sum of 5*l.*, to be equally divided between them, the lands being then of the yearly value of 5*l.* 2*s.*

The almshouses belonging to this charity are situated at Brooksbank, in Alverthorpe, and consist of five tenements, with a garden, and they are occupied by five poor widows of the parish of Wakefield.

PROPERTY.	Quantity.	OCCUPIERS.	RENT.	REMARKS.
At Gomersal :	A. R. P.		£. s. d.	
Five closes - - -	10 1 0	{ Joseph Greaves - Benjamin Wood -	11 4 - 8 16 -	
At Alverthorpe :				
Two closes - - -	4 1 30	James Cowell -	20 - -	
These several closes were conveyed in 1779 in exchange for closes in Thornes, containing together 10 A. 1 R. 37 P., which had been received in exchange in 1759 for two closes in Thornes, containing 9 A. 2 R. 29 P.				
(continued)				

(continued)

Wakefield.

Charities under the
administration of
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the Free Grammar
School,
continued.

Wakefield.

Charities under the
administration of
the Governors of
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School,
continued.

PROPERTY.	Quantity.	OCCUPIERS.	RENT.	REMARKS.
	A. R. P.		£. s. d.	
At Thornes: The Willfield or Whin- field Close - - - }	1 1 0	William Robinson	4 10 -	
An allotment - - - }	0 0 36			
In Stanley: Part of the general allot- ment for charities - - }	0 1 33	John Ridsdale -	1 7 -	
A rentcharge out of a croft at Ouchthorpe or Authorpe, in Stanley, containing 1 A. 3 R. 11 P. - - - }	- -	J. P. Heywood, esq.	- 3 4	[Probably this was originally rent for the small croft devised by Bates, but the fact cannot be ascertained.
A slip of ground near the almshouses - - - }	- -	William Marriott -	- 7 6	
1825. Income received - - - - -			- £. 46 4 10	

The annual sum of 45*l.* 10*s.* is divided equally among the five widows, and the yearly sum of 2*l.* 10*s.* is appropriated to repairs, &c.

In 1824 there was a balance of 23*l.* due from this charity, which was discharged out of money belonging to the trust for the poor of the town and parish.

COTTON HORNE'S ALMSHOUSES FOR WOMEN.

Cotton Horne, by Indenture of Feoffment, dated 4th February 1646, conveyed to Sir John Saville and others, a house or hospital, and croft, and a messuage, with the buildings and croft adjoining, and a close, called Dymond's Lees in Wakefield, near the church-yard, and a messuage in Butcher-row, with the buildings to the same belonging, and a close in Wakefield near the Penny Walls, and another close adjoining the same, and a close in Thorne's, with the appurtenances, upon trust, that the feoffees, their heirs and successors, should dispose of the rents and profits of the premises to the use of such 10 poor women of the town of Wakefield only, as should be placed in the hospital by the major part of the trustees, their heirs and successors; and he directed that when all the feoffees, three or more, should be dead, the survivors should convey the premises to such townsmen as they should elect to succeed as feoffees, to the use of the said poor women.

William Horne, in 1669, surrendered a house in the Flesh-booths to trustees, for the benefit of the 10 women in Cotton Horne's almshouses.

The almshouses consist of five rooms, in each of which are two women appointed by the trustees; a small cottage adjoining, occupied by a nurse; and another small cottage, occupied by a poor woman rent free.

Property and Rental:

PROPERTY.	Quantity.	TENANT.	RENT.	REMARKS.
	A. R. P.		£. s. d.	
In Wakefield: A stable, cellar, and cow- house adjoining the alms- house, and part of the alms- house croft, or Thornhill Croft - - - }	0 3 5	John Billinton -	14 - -	

PROPERTY.	Quantity.	TENANT.	RENT.	REMARKS.
	A. R. P.		£. s. d.	
Other part of the Alms-house Croft - - - }	- -	Graham and Haigh	27 8 -	{ The alienation in fee of this property appears to have been an exercise of power, which the trustees did not possess. When the fair annual value therefore is not paid for the property, it is competent to, and may be proper, we apprehend, for the trustees to set aside the conveyance, and recover possession of the property by suit in equity.
A slip of land, part of ditto, taken into a road - - }	1 3 32	William Steer -	- 5 -	
Part of ditto, being ground on which the workhouse stands - - - }	- -	Overscers of poor -	30 - -	
This latter parcel was conveyed by the trustees by deeds of the 28th and 29th March 1740, to the then churchwardens and overseers of the poor of Wakefield, in fee, in consideration of a yearly payment or rentcharge out of the property of 1 <i>l.</i> 15 <i>s.</i> per annum.				
A messuage, dye-house, and the two Folly-house Closes - - - -	- -	Joshua Wood -	54 9 -	{ The validity of the alienation of the property out of which the rentcharge issues may be questioned. The trustees are desirous to take such measures as in prudence they may, for the benefit of the charity in respect of the property; but the precise situation of the land cannot be ascertained.
A piece of land, used as a wharf - - - }	- -	{ Commissioners of Wakefield streets }	1 1 -	
Ditto - - - -	4 1 34	Perkin and Brooke	2 2 -	
Ditto - - - -	- -	B. Fawcett -	2 2 -	
Ditto - - - -	- -	Charles Kitson -	2 2 -	
Ditto - - - -	- -	Smithson and Co. -	5 5 -	
Fourteen butchers shops in the New Shambles - }	0 0 6	Sundry persons -	112 12 -	
Seven outstalls at the north-end of the shops - }	- -	Three persons -	9 - -	
A rentcharge out of part of a messuage and garden, the property of T. Serjeantson, esq. - - - }	- -	T. Serjeantson, csq.	3 - -	
By a deed, dated 22d October 1725, a tenement or shop, with a yard or foldstead, and a garden containing by estimation half an acre, belonging to the trustees, were conveyed by them in consideration of a rentcharge of 3 <i>l.</i> a year, stated in the deed to be 15 <i>s.</i> a year more than the rent of the premises.				
At Thornes : The poor Close - -	2 2 8	William Briggs -	11 -	
In Stanley : Part of the general allotment	1 1 30	John Ridsdale -	4 5 4	

Wakefield.
Charities under the
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School,
continued.

In 1824 and 1825 a debt of 400*l.*, or thereabouts, was incurred in driving piles and building a wall for the protection of part of the property against the encroachment of the river Calder, to which it adjoined, and in repairing the cottages upon that property.

Wakefield.

1825. Income received - - - - - £. 282 7 10

Charities under the
administration of
the Governors of
the Free Grammar
School,
continued.

Disbursements and application :					£.	s.	d.
Ten almswomen, 1 <i>l.</i> to each every four weeks	-	-	-	-	130	-	-
Nurse to ditto	-	-	-	-	9	2	-
Clothing	-	-	-	-	12	12	-
Coals, beef, bread, &c. to ditto	-	-	-	-	16	16	-
Agent's salary	-	-	-	-	9	7	6
Repairs, &c. on average of three years	-	-	-	-	25	-	-
Interest of debt remaining unpaid	-	-	-	-	12	-	-
					£.	214	7 6

and the surplus is appropriated and applied to the discharge of the debt.

WILLIAM HORNE'S ALMSHOUSES FOR MEN.

William Horne, son of Cotton Horne, in 1669, surrendered 1A. 2R. of land in Lawfield, for the benefit of such poor men, *decem pauperum*, as were in the other part of Cotton Horne's hospital.

Maude, in 1693, conveyed the Star Inn to the trustees for the mens almshouses.

Present Property and Rental.

PROPERTY.	Quantity.	OCCUPIER.	RENT.	REMARKS.
	A. R. P.		£. s. d.	
In Alverthorpe and Flan- shaw : A messuage, croft, garden, and closes - - - - -	18 1 31	Samuel Clay -	63 - -	This property is sub- ject to two annual rentcharges of 20 <i>s.</i> and 11 <i>s.</i>
This property was received in exchange in 1783; the property given up being 8 A. of land at Thornes, then let for 18 <i>l.</i> 10 <i>s.</i> a year.				
A coal-road over the above closes - - - - -	- -	Smithson and Son -	20 - -	
In South Kirkby and South Elmsall : Seven closes and five allot- ments - - - - -	48 1 39	Wager -	52 10 -	
These closes came by ex- change in 1759, for the Star Inn property in Wake- field, given by Maude, containing 1 A. 1 R. 9 P., and land at Thornes, given by W. Horne, containing 1 A. 2 R.; the whole then let at 30 <i>l.</i> a year.				
In Sandal Magna : Two closes - - - - - Purchased by the trustees.	5 1 9	William Brown -	20 - -	
In Stanley : Part of the general allot- ment for charities - - - - -	2 0 15	J. Ridsdale -	6 4 4	

A rent of 20 *l.* a year used to be received on account of another coal-road, which is now no longer used. As the continuance of the use of coal-roads is uncertain, the governors accumulated a considerable part of the rents arising from coal-roads in order to improve permanently the property of the charity, and in consequence there is a balance belonging to this trust, amounting to 527 *l.* 12 *s.* 9 *d.*, which has been advanced to other charities under the management of the governors, at interest of 16 *l.* 16 *s.* a year.

1825. Income received - - - - - £. 178 10 4

Disbursements and application :					£.	s.	d.
Agent's salary	-	-	-	-	3	15	-
Ten almsmen	-	-	-	-	117	-	-
Coals, beef and bread, and sundry expenses	-	-	-	-	16	3	-
Clothing	-	-	-	-	12	12	-
					£.	149	10 -

The almshouses adjoin those of Cotton Horne, and the whole were rebuilt in 1793.

Ten poor men are maintained in the almshouses, and their provisions and allowances are such as above stated.

Wakefield.

Charities under the administration of the Governors of the Free Grammar School,
continued.

WATSON'S GIFT.

Robert Watson, who died in 1728, devised a rentcharge of 52s. a year out of his messuages in Wakefield, on the east side of Kirk-gate, to the governors of the free grammar-school, to be laid out in bread, and distributed every Sunday to 12 orderly poor people attending service in the parish-church, at the discretion of the governors; 12 loaves of wheaten or household bread to be distributed every Sunday.

The premises subject to the charge belong to Miss Mawdesley. The rent-charge is regularly paid, and the money applied, with a small addition made to it by the governors, in purchasing bread, which is distributed at the parish-church, with other bread purchased with the Sacrament-money, by the church-wardens.

Balance Sheet of the Trusts under the Management of the Governors of the Free Grammar-school at Wakefield.

March 1st, 1826.	In Purse.			Out of Purse.		
	£.	s.	d.	£.	s.	d.
Free grammar-school - - - - -	-	-	-	39	18	2 ¹ / ₄
Storie's university-gift - - - - -	113	4	- ³ / ₄	-	-	-
Bromley's old gift - - - - -	-	-	-	173	8	8 ³ / ₄
Bromley's new gift - - - - -	1,323	12	8	-	-	-
Charity-school - - - - -	-	-	-	1,011	17	4 ³ / ₄
Mens almshouses - - - - -	527	12	9	-	-	-
Womens almshouses - - - - -	-	-	-	473	-	4 ⁵ / ₄
Brooksbank almshouse - - - - -	5	13	2	-	-	-
Poor of town - - - - -	43	5	10 ¹ / ₂	-	-	-
Town and parish - - - - -	466	17	3	-	-	-
Wilson's gift - - - - -	3	13	4 ¹ / ₄	-	-	-
Watson's gift - - - - -	-	-	-	-	-	-
Due from William Dawson - - - - -	-	-	-	307	2	6
Due from John Shaw - - - - -	-	-	-	901	18	5
Due from Wentworth and Co. - - - - -	-	-	-	66	17	6
In the hands of the present agent Michael Proud -	-	-	-	1	11	11
£.	2,483	19	1 ¹ / ₂	2,975	15	- ¹ / ₂
				2,483	19	1 ¹ / ₂
Balance due to Messrs. Leatham and Co. - - £.				491	15	11

HUTCHINSON'S CHARITY.

James Hutchinson, by his Will, appointed that out of the rents and profits of a messuage and 18 acres of land in Gate Fulford, in the county of York, and a close, called Fishergate Close, near the city of York, the sum of 10*l.* a year should be paid to the master of the Free-School at Fremington in the county of York; and he devised the said premises to his wife, Mary Hutchinson, and her heirs.

Hutchinson's Charity.

Mary Hutchinson, by her Will, dated 1st October 1663, devised the said premises to John Taylor and his heirs, upon trust, to continue the payment of the said 10*l.* to the master of the free-school of Fremington, and also to pay 8*l.* a year out of the rents and profits thereof to two poor decayed clothworkers in the town of Wakefield, the most honest and of best report for godliness, to each 4*l.* a-piece, to be named yearly by five trustees therein named, or any three of them; and she directed that when any of the trustees should die, the survivors should make choice of others, to make up the aforesaid number for nominating two persons yearly, to whom the said 8*l.* should be paid; and that they should not nominate any person who had had the 4*l.* within seven years before, so that no person might have the 4*l.* longer than one year, within seven years; and she appointed the 8*l.* to be paid on Midsummer-day; and she gave to the said five persons and their successors 5*s.* yearly, for defraying their charges

Wakefield.

Hutchinson's
Charity,
continued.

charges at the time of their meeting for nominating as aforesaid, to be issuing out of the said premises.

By a Decree of Commissioners of Charitable Uses, under a Commission, dated the 19th June, 7th William III. it was decreed that certain persons therein named should be appointed new trustees, and that Thomas Potter and John Taylor therein named should pay certain arrears then due to the charity. The decree, upon hearing exceptions taken to it by the said John Taylor, was afterwards confirmed by the Court of Chancery; and it was ordered by the Court, in regard the said John Taylor offered to quit possession of the charity-estate, that he should convey the same to trustees, to be appointed by one of the Masters of the Court; and in pursuance of the order the said John Taylor, by Indentures of 21st and 22d March 1699, conveyed unto Robert Benson and Theophilus Shelton, a messuage in Gate Fulford, with common of pasture, and the Fold Garth thereto belonging, and a close called the Ing Close, containing 8A. 1R. 0P. and several sellions of arable-land, containing 18 acres, lying dispersed in the fields of Gate Fulford, and a close called Fishergate Close, near the city of York; to hold the said premises in Gate Fulford to the said Benson and Shelton, and their heirs, and the Fishergate Close to the said Benson and Shelton, their executors, &c. for the remainder of a term of 1000 years therein, upon trust, that the rents and profits thereof should be employed and disposed of for the respective charities, in the proportions and manner by the said wills, decree, and confirmation thereof, limited and appointed; subject, as to the premises in Fulford, to the payment to the King's Exchequer, of the yearly rent of 44 s., payable as therein mentioned, if by law the same was payable.

The property has been conveyed from time to time to new trustees, and is now vested in Messrs. William Naylor, Thomas Johnison, and Charles Steer, being the survivors of five trustees, to whom the same was conveyed by Indentures of 26th and 27th November 1818. Mr. Naylor is the only acting trustee, the others living at a distance, and he has nominated Mr. William Holdsworth to act with him in the charity, as far as concerns the portion for clothworkers.

Property and Rental.

	Quantity.	TENANT.	Annual Rent.
	A. R. P.		£. s. d.
In Gate Fulford :			
Messuage and garden - - -	- - -	Mr. Darby, year to year - -	2 - -
Ing close - - -	8 0 38	{ William Ellis, esq. on lease for 7 } years, from 1823 - - - }	100 - -
Close - - -	7 3 0		
Close - - -	7 2 34		
Near York :			
Fishergate close, } - - -	0 1 35	Thomas Smith, year to year -	3 - -
now in 2 closes } - - -	0 1 27	Thomas Saunderson, year to year	1 10 -
		£.	106 10 -

The property is let for its full annual value.

A small strip of the land in the occupation of Smith has been taken for the purposes of a new turnpike-road, and no compensation has been paid for it, but the land is improved in value, by contiguity to the road.

The property is subject to the payment of a fee-farm rent of 1*l.* 16*s.* 1*d.* to the Crown.

One half of the annual rents is paid to the master of Fremington free-school, and the other half is distributed by Mr. Naylor and Mr. Holdsworth, on the Monday before Christmas-day, among poor clothworkers in Wakefield, in sums of 4*l.*, 2*l.*, 1*l.*, 15*s.*, and 10*s.*

It appears by the account-book of the trustees that it has been usual since 1797 to divide the half of the rents among several clothworkers, and it is the custom to pay the money in pensions to the same persons during life, though the sums given to each are varied according to their necessities. The directions of the will are thus not closely followed; but the trustees consider the present mode of application more useful.

LADY BOLLES'S CHARITY.

Lady *Bolles*, by Will, dated 4th May 1662, gave 500*l.* to be paid to the ministers of Wakefield for the time being, and three individual trustees, to be put out upon good security until the same could be conveniently bestowed in lands, and the yearly interest or profits thereof to go to the binding of such poor children of Wakefield, yearly, apprentices, as the said ministers and the other trustees for the time being should think fit; and she directed the said ministers for the time being, and the survivor of the said individual trustees, to choose two or more of the honest and able men of Wakefield to be feoffees and trustees for the purposes aforesaid, and such election to be continued from time to time.

Wakefield.

—
Lady Bolles's
Charity.

The money bequeathed was laid out in purchasing a messuage and lands at Howgill, in the township of Beamsley, in the county of York, which were conveyed by deed, dated the 2d February, 17 Charles II., to the then vicar of Wakefield, the then curate there, and three other trustees, their heirs and successors.

The present trustees are the Rev. Samuel Sharp, the vicar, and the Rev. John Pemberton Simpson, curate of Wakefield, and Messrs. Andrew Peterson, J. T. Naylor, and Edward Steer.

New trustees have been elected as occasion required, but conveyances of the property have not been made to the successive trustees.

The property in its present state consists of a farm at Howgill, comprising two dwelling-houses with outbuildings, and 197*A.* 3*R.* 1*P.* of land, of which 31*A.* 0*R.* 33*P.* are planted, and 76 acres are moor-land, used as a sheep-walk.

The estate is in the occupation of Isaac Robinson, under an agreement for one year from 2d February 1826, at the rent of 56*l.*, having been let to him on the expiration of a lease for 21 years, under which the property was held at the annual rent of 35*l.*

There are at present two children only apprenticed under this charity, and for some time past the number of children apprenticed has been small, applications for the benefit of the charity not being frequent, in consequence, probably, of the existence of a large apprenticing-charity in Wakefield (Bromley's), under which, at the time of this inquiry, there were 107 boys bound out.

The premiums given with the apprentices are, 5*l.* on binding out; 2*l.* a year during the continuance of the apprenticeship; and 5*l.* on its expiration.

A regular account is kept of the receipt and application of the income, and there was a balance in hand at the time of this inquiry of 44*l.* 13*s.*

There has long been a plantation of about five acres in extent upon the estate, and in 1816 and 1820, the trustees made additions to it by planting 12 acres, and 14 acres of ground in those respective years, the expense of planting, &c. being defrayed with money arising from the sale of wood, and with accumulation of income. The principal object of making the additional plantations was to shelter the land, which in some parts is considerably exposed to the north wind; and upon a recent survey and valuation made of the property by a skilful surveyor, the trustees have been recommended to make a further considerable addition to the plantations, and to improve the land by liming and draining. The estimated expense of planting and improving the estate in the way recommended is of considerable amount, and will require the application of a large part of the rent and produce for some years; but it is represented that the annual value of the property will be very greatly increased by carrying the proposal into effect; and as the number of applications for the benefit of the charity at present, is such as to render it improbable that the expenditure will have the effect of disappointing the claims of those who may for some time to come be interested in the charity, it appears to us that the trustees will be justified in adopting the course of improvement recommended to them.

HARRISON'S CHARITY.

Joseph Harrison, formerly of Tooley-street, Southwark, deceased, by his Will, dated 12th January 1825, bequeathed to his executors so much of his three per cent consolidated Bank annuities as would produce a clear annual income of 220*l.* per annum, and he directed that on the death of the survivor of his executors, or in the life-time of his executors, or any of them, the same three per cent annuities should be transferred into the names of trustees to be appointed

Harrison's Charity}

Wakefield.
Harrison's Charity,
Charity,
continued.

appointed for that purpose by his said executors, or the survivor of them, or by the executors or administrators of such survivor; and that in the event of an appointment of new trustees in the life-time of his executors, or any of them, his executors for the time being, if he or they should think fit, might retain the office of trustee or trustees jointly with the other trustees so to be appointed; and he recommended that new trustees should be appointed from time to time, as often as the number should be reduced to two, and that the rector or vicar of Wakefield should be one of the trustees for the time being, and that the other trustees should be selected from among the then principal inhabitants of the parish of Wakefield paying towards the relief of the poor, considering each person as a principal inhabitant from the extent of his contributions towards the relief of the poor; and that the right of appointing trustees should be in the acting trustees for the time being, and that there should not at any time be more than seven; and he directed that the said 220*l.* to arise from the dividends and interest of the said annuities should be applied upon the following trusts, that is to say, first, in defraying the expense (if any) in the management of the said trust, so far as respects any deeds of trust to be prepared from time to time for the appointment of new trustees, but all other expenses to be defrayed by the trustees for the time being; and that the sum of 200*l.*, part of the said dividends, should twice in every year, viz. Midsummer-day and St. Thomas's-day, for ever (unless either of those days should happen on Sunday, and then on the day before or the day after such Sunday) be divided into 20 equal parts, and one of the said 20 parts, being 5*l.* half yearly, should be paid by the trustees for the time being, or the major part of them, to one of each of 20 persons to be elected by the said trustees for the time being, and to answer the description of being 20 poor men and women resident in the parish of Wakefield, of good life and conversation, and members of the Established Church for the time being, and in the habit of attending Divine Service regularly, unless prevented by sickness, old age, or other reasonable cause; and he directed that a Bible and Prayer Book should be given to each object of the charity when selected, to be paid for out of the remainder of the said 220*l.* per annum; and his mind was, that the trustees should not be obliged to elect an equal number of men and women, it being his intention that the number of objects might always be 20; provided that no person should be continued to have the benefit of the said charity unless they should reside at such places, and conform to such regulations, as the trustees should, prior to the election of such objects, prescribe; and the testator appointed his brother William Harrison, his nephew William Harrison, Thomas Edward Sherwood, and Edward Anthony Sherwood, to be executors in trust of his will.

The testator died soon after the date of his will, but at the time of this inquiry the charity had not come into operation.

TOWNSHIP OF ALVERTHORPE WITH THORNES.

FORSTER'S CHARITY.

Alverthorpe with
Thornes.
Forster's Charity.

John Forster, by Will, dated the 25th February 1670, devised a copyhold-cottage and croft in Thornes, and three roods of copyhold land in the Nether Field of Thornes, to the use of William Denison and three other trustees, upon trust, to dispose of the rents and profits thereof yearly, at Christmas, to the poor persons inhabiting within the hamlets of Alverthorpe and Thornes; and he directed that when any of the trustees should die, the survivors should choose any other person or persons inhabiting in either of the said hamlets, to make up the number of four trustees.

Property and Rental :

	A.	R.	P.		£.	s.	d.
A cottage, barn, and garden	-	-	-	George Pilkington, year to year	7	5	-
A croft in Nether Field	-	0	2				
A cottage	-	-	-	S. Kidson	3	10	-
A cottage	-	-	-	G. Waring	3	-	-
An allotment on the outwood	-	-	-	Widow Casall	1	6	-
					£.	15	1

The property is let at the full annual value. The present trustees, who with another since deceased were admitted tenants in 1813, are Messrs. S. Shuttleworth, J. Maw, and T. Holdsworth.

The sum of 51 *l.*, the amount of certain benefactions for the poor of Alverthorpe (excepting 4 *l.*, part thereof, which was lost before the year 1769) was laid out in 1813 in rebuilding and repairing some of the cottages, being advanced for that purpose on the condition that the yearly sum of 2*l.* 11*s.* should be paid out of the rents of the charity-estate, and distributed among poor persons of Alverthorpe, which is accordingly done. The remainder of the rents is distributed among poor persons of Alverthorpe and Thornes.

Alverthorpe with
Thornes.
Forster's Charity,
continued.

TAYLOR'S CHARITY.

Richard Taylor, by Will, dated 5th July 1686, reciting, that he had surrendered two closes in the Graveship of Thornes, called Willow Close and Noble Close, containing 15 acres, and one acre of arable-land in the Little Law Field, in the township of Thornes, to the use of Joseph Watkinson, Daniel Maude, and John Kirke, and their heirs, directed the said trustees to stand seised of the premises for and towards putting out two or three poor apprentices living within the parish of Wakefield yearly, at the discretion of the feoffees, to such trades as they should think fit, and the remainder of the yearly rents and profits to go towards the relief and maintenance of the poor, ancient, decrepid and impotent people of the parish of Wakefield, to be distributed amongst them half-yearly, at the discretion of the feoffees.

Taylor's Charity.

By a Decree of Commissioners of Charitable Uses, dated 4th October 1749, it was decreed that the estate should be surrendered to the use of John Smith, of Heath, esq., John Lumb, and Robert Lake, and their heirs, to the charitable uses aforesaid; and that when one of the trustees should die, the two surviving trustees should make a new surrender to the use of themselves, and such other person as they should appoint upon the like trusts.

The present trustees are Messrs. Robert Lake, and Samuel Shuttleworth; their co-trustee died about two years ago, and they have not proceeded to elect a successor to him, in order to avoid the expense attending a surrender and admission, which is generally about 8*l.* or 10*l.*; and they are desirous, in order to prevent the frequent recurrence of such expense, of increasing the number of trustees, to which, it appears to us, there is no good ground of objection.

Property and Rental.

	Quantity.	TENANT.	Rent.
	A. R. P.		£. s. d.
Willow close - - - - -	7 0 38	James Hill - - -	18 - -
Near Willow close - - - - -	7 0 25	Joseph Robertson - - -	17 - -
Middle Willow close, with lane -	4 1 20	Widow Carver - - -	10 10 -
An allotment in Thorne Field, in lieu of one acre in Lawfield - }	1 0 32	Widow Welby - - -	4 10 -
An allotment in lieu of common-right on the out-wood, near Wakefield - - - - - }	2 2 8	Widow Casall - - -	5 - -
		£.	55 - -

The whole of the property is let for its full annual value.

The trustees pay out of the rents yearly sums of 2*l.* 2*s.* each, for clothing two, and sometimes three, poor children of parents residing in the parish of Wakefield, on being apprenticed; and the residue of the rent, after payment of the Lord's rent, 4*s.* 1½*d.*, and of 10*s.* paid to the master of the school for keeping the accounts of the trustees, is distributed among poor people, one half by one of the trustees, with the overseers of the poor and other inhabitants of Alverthorpe with Thornes, amongst poor persons of

Alverthorpe with
Thornes.

Taylor's Charity,
continued.

that township; and the other half by the other trustee, with the assistance of the overseers of Stanley with Wrenthorpe, among poor persons of the latter township, a preference being given to such as do not receive parochial relief. The distribution has always been confined to the poor of these two townships.

TOWNSHIP OF STANLEY WITH WRENTHORPE.

THE ALMSHOUSES, AND POORS MONEY.

Stanley
with Wrenthorpe.

The Almshouses,
and Poors Money.

There are two small tenements in Stanley occupied by two poor widows, placed there by the overseers of the poor, which appear by the Returns to Parliament in 1786 to have been purchased with 50*l.* given by Anne Harrison, widow: the tenements are kept in repair out of the township-rates.

The sum of 50*l.* bequeathed by *Alice Newstead*, for the poor in 1771, was for some time in the hands of the trustees named in her Will, and they distributed 50*s.* a year as interest among poor persons; but the money was afterwards laid out, with other money advanced by the overseers of the poor, in the purchase of a cottage, which was used for a short time as an almshouse for poor widows, and afterwards as a charity-school. In 1796 the cottage was sold by the overseers by auction, for 45*l.*, and the purchase-money, was laid out with other funds, in buying some land adjoining to, and used with the workhouse.

The interest of the 50*l.*, it appears to us, should be paid out of the rates, and distributed among poor persons.

TAYLOR'S CHARITY.

Taylor's Charity.

See Report of Charities in the township of Alverthorpe with Thornes.

CHAPELRY OF HORBURY.

THE COMMON, OR TOWN LANDS.

Horbury.
The Common, or
Town Lands.

By an Indenture of Feoffment (with livery of seisin indorsed), made the 23^d day of March 1653, between Sir Gervas Clifton, of Clifton, in the county of Nottingham, baronet, Robert Melforth, of Clifton, gentleman, Tempest Brighthouse, of Clifton, gentleman, and Robert Wareing, of Wilford, in the said county, gentleman, by the assent and approbation of the said Sir Gervas Clifton, testified by his being a party thereto, of the one part, and Robert Leeke, of Horbury, gentleman, William Luddington, of Horbury, gentleman, John Longley, of Horbury, gentleman, and Thomas Langfield, of Horbury, yeoman, and William Dawson, of Horbury, yeoman, of the other part, reciting that the said Sir Gervas Clifton, Robert Milford, Tempest Brighthouse, and Robert Wareing, or some or one of them, were seised in fee of certain parcels of ground thereafter mentioned in the graveship and township, or territories and precincts of Horbury, and being parcel of the demesnes of or within the manor of Wakefield, in the county of York, and which they had suffered to be enjoyed for some years by some of the inhabitants of Horbury; It is witnessed, that they the said Sir Gervas Clifton, Robert Milford, Tempest Brighthouse, and Robert Wareing, in consideration of 5*s.* paid by the said Robert Leeke and others, of the second part, and for and in consideration of the faithful service which he the said Robert Leeke had theretofore done and performed for the said Sir Gervas Clifton, and at the request of the said Robert Leeke, and for other good causes and considerations, granted, enfeoffed, and confirmed unto the said Robert Leeke and others of the second part, their heirs and assigns, the several parcels of meadow, pasture, or arable-ground, commonly called by the several names of Crookmires, Little Bank, the Upper and Nether Middups, Crimblemire, Bulling Balke, The Meare, Old Ea, Little Ea, Little Common, and Stannards, lying and being within the precincts of Horbury, with the appurtenances, to hold the same unto and to the use of the said Robert Leeke, William Luddington, John Longley, Thomas Langfield, and William Dawson, their heirs and assigns, for ever, in trust only, and to the intent and purpose, that they the said William Luddington and others, of the second part, should permit and suffer the said Robert Leeke solely, for the first three years next ensuing the date thereof, to receive and dispose of the profits of the said premises to such use and benefit of the minister and curate of God's word, of the town of Horbury, or the poor of the said town, or the rest of the inhabitants of Horbury,

Hurbury, or otherwise, as the said Robert Leeke should think fitting, so that John Issott, of Hurbury, should be excepted from having any interest or benefit to or forth of the premises, or any part thereof; and after the expiration of the said three years, to the intent and purpose that the said Robert Leeke, William Luddington, John Longley, Thomas Langfield, and William Dawson, and their heirs, or the greater part of them, should and might receive and dispose of the profits of the said premises, for the benefit of the said minister or curate of the town of Hurbury, or the poor of the said town, or themselves, with the rest of the inhabitants of Hurbury, (except as before excepted) as they or the greater number (the said Robert Leeke being one of the greater number) should think fit: and the said Sir Gervas Clifton, and others of the first part, thereby agreed that it should be lawful for the survivors of them the said Robert Luddington, John Longley, Thomas Langfield, and William Dawson, at such time as any of them should happen to die, to make choice of any other person or persons (except John Issott aforesaid) to stand seised of the premises, jointly with the said survivors, to the uses, intents, and purposes aforesaid, and that such person and persons should be seised, jointly with the said survivors, of the said premises, to the uses, intents, and purposes aforesaid, as fully and effectually as if they were named in that indenture.

By a Deed, dated the 3d November 1669, reciting that Sir Gervas Clifton, baronet, theretofore lord and owner of the manor of Wakefield, in the county of York, together with Robert Milford, Tempest Brighthouse, and Robert Wareing, trustees for the said Sir Gervas Clifton of and in the said manor of Wakefield, had by the aforesaid Indenture, dated the 23d day of March 1653, granted and enfeoffed the aforesaid lands to such persons, and upon such trusts as aforesaid, and that Thomas Langfield and William Luddington above named were since that time deceased, it is declared, that in pursuance of the said grant and conveyance, and the power therein granted, the above-named Robert Leeke, John Longley and William Dawson, survivors of the said Thomas Langfield and William Luddington, had chosen and elected, and thereby chose and elected, John Thornton, of Hurbury, gentleman, and Gervas Leeke, of the same place, gentleman, to be seised and intrusted jointly with them the said Robert Leeke, John Longley, and William Dawson, of, in, and to the above-mentioned premises, to the uses above mentioned, in the place and stead of the above named Thomas Langfield and William Luddington deceased.

By Indenture of Feoffment, dated the 23d May 1683, made between Joshua Harris, esquire, Richard Thornton, esquire, and several other persons, all freeholders, copyholders, or owners of lands and tenements in Hurbury, on the one part, and Richard Nettleton, esquire, on the other part, reciting that several suits and controversies had arisen about the managing and letting of the lands called the Common or Town Lands, and disposing of the rents and profits thereof; and that it had been agreed, upon the advice of counsel, and mediation of friends, that the inheritance of the lands should be vested in the said Richard Nettleton, in trust, to settle the same upon 13 of the said freeholders, copyholders, and owners of land, as feoffees for the purposes therein mentioned, viz. that the yearly sum of 6*l.* 13*s.* 4*d.* be raised out of the same lands for the use of such minister as should officiate in the chapel of Hurbury, or a greater or less sum, as the greater number of the same feoffees present at a meeting should from time to time think fit; and that the minister should yearly be paid such allowance at Christmas and Midsummer, by even portions; and that the remainder of the rents and profits of the same common-lands should in the next place be bestowed towards the repairs of the water-banks of the same, and for the repair of the church, bridges, and highways belonging to the said town, and such other necessary uses for the said town, as the greater number of feoffees present at every meeting should from time to time think fit; and that the lands should be let at the best rents by the constable of Hurbury, on every 2d February, with the advice of the feoffees present at a meeting, of which notice should be given at the chapel, for a term of one, two, three, four, five, six, or seven years, to be confirmed by the said feoffees present, or the greater number of them; and that the rents and profits should be collected by a person to be appointed by the feoffees, who should account yearly for the same, such account to be made on 25th March, at the chapel of Hurbury; and that at such accounts might be present all or any of the freeholders, copyholders, and owners of land in Hurbury; and that when the feoffees should be reduced to

Hurbury.

The Common, or
Town Lands,
continued.

Horbury.
 —
 The Common, or
 Town Lands,
continued.

seven, they, together with the freeholders, copyholders, and owners of land in Horbury, should elect new feoffees to fill up their number of 13, so as the same should be of the most substantial freeholders, copyholders, and owners of land in the said town, whose lands anciently had a right of and in the common-lands; and further reciting, that by the above-mentioned Indenture of the 23d March 1653, the said common-lands, by the names in that indenture mentioned, and described as reputed to be parcel of the manor of Wakefield, whereof the said Sir Gervas Clifton was owner, had been conveyed to the said Robert Leake and others, their heirs and assigns; and that John Longley, being the survivor of the feoffees therein named, was seised in fee, by way of enfranchisement, of and in the freehold interest of the said copyholders in the said lands; It is witnessed, that as well the said freeholders, copyholders, and owners of land in Horbury, in general, as the said John Longley, in particular, enfeoffed and conveyed the said several lands to the said Richard Nettleton and his heirs.

By Indentures of Lease and Release of the 29th and 30th May 1683, the said Richard Nettleton conveyed the said lands to John Harris, esq. and 12 others, all freeholders, copyholders, or owners of lands and tenements in Horbury, upon the trusts mentioned in the indenture of feoffment of the 23d May 1683.

By Indenture of the 16th October 1708, reciting a conveyance of a parcel of land to Thomas Leake in consideration of 4*l.*, which money had been paid by the feoffees of the common-lands, to the intent that a school-house might be erected thereon, and that a school-house had been erected thereon with money paid out and agreed to be paid out of the profits of the common-lands, the said Thomas Leake conveyed the said land and building thereon to the said feoffees, upon trust, that the feoffees should permit the school-house to be used as a school by such schoolmaster as should be chosen by the feoffees, or the major part of them; and that the principal inhabitants of Horbury should have liberty to meet in the school-house as occasion should require for any business relating to the town of Horbury; and it was provided, that when six of the trustees should die, six or more substantial inhabitants should be appointed additional trustees: provided that the trustees for the time being, or the major part of them, should at any time thereafter have power to displace any schoolmaster to be placed in the said school at six months notice.

By an Indenture, dated the 27th April 1728, between Richard Witton, of Lupset, in the county of York, esq. and eight others, surviving trustees and feoffees of certain parcels of common-land in Horbury, of the 1st part, the governors of Queen Anne's Bounty of the 2d part, and the Rev. John Scott, curate of Horbury, of the 3d part, reciting, that the said trustees, by a writing under their hands and seals, dated the 3d September 1716, had proposed to the said governors to settle the yearly annuity or rentcharge of 15*l.* a year for a perpetual augmentation of the curacy of Horbury, as soon as the said governors should order the sum of 200*l.* out of their revenue to be laid out for a further augmentation of the said chapel; and that the said governors had ordered the said sum of 200*l.* to be paid out of their revenue, and to be laid out in a purchase of lands, tithes, or other hereditaments, to be settled for a perpetual augmentation of the said curacy, according to the rules and orders made and established by her said late majesty Queen Anne, under her great seal, and in pursuance of the trust in the said governors reposed for the distribution of the said bounty; It is witnessed, that in consideration of the said sum of 200*l.* to be paid by the said governors, and for other good causes and considerations, and also for and in consideration of 10*s.* paid by the said John Scott, the said Richard Witton, and others, parties of the first part, granted unto the said John Scott, and his successors curates of the chapel of Horbury, an annuity or yearly rentcharge of 15*l.* per annum, to be yearly issuing out of the several parcels of ground called Crook Mires, Little Bank, the Upper and Nether Middups, Crimble Mire, Bulling Balk, the Meare, Old Ea, Little Ea, Little Common, and Stannards; to hold the said yearly annuity or rentcharge of 15*l.* per annum to the said John Scott, and his successors curates of the chapel of Horbury, for the perpetual augmentation of the said chapel, to be paid at Michaelmas and the Annunciation, with power of distress.

The sum of 200*l.* granted by the governors of Queen Anne's bounty, was laid out in the purchase of certain lands at Holm Firth, in the county of York, now part of the possessions of the curate of Horbury chapel.

It

It appears by recitals in the general trust-deed of 24th February 1790, that the feoffees had received several sums of money from the commissioners of the Calder Navigation for damages done in the ancient common-lands, and in the Mill Cow Pasture, and Addingford Cow Pasture in Horbury, with which they had purchased several small houses and several closes of land, and had repaired and converted them into almshouses for such poor people of Horbury to dwell in as the feoffees should think proper, and had let the said closes of land at the same time and place they let the other common-lands in Horbury, and had applied the rents and profits thereof to the same uses as the other common lands, except the Casting Leas, which they had laid to the Mill Cow Pasture, in order to amend the common of Cow Pasture; and by that deed the common-lands, two houses in Horbury, used as almshouses, another house in Horbury, with the town-school, another little house in Horbury near the school, another house near Horbury Bridge, and all the freehold part of two closes in Horbury, called the Wheel Pit Close, and the Middupford Close, were conveyed to the new trustees therein named, upon the trusts mentioned in the indenture of 23d May 1683, subject to the payment of the rentcharge of 15*l.* a year, charged by the indenture of 27th April 1728; and it is thereby recited, that a surrender had been made of a piece of ground, formerly in three closes, in the middle of the Mill Pasture, called the Casting Leas, containing 5*A.* 3*R.* and then laid open to the Mill Pasture, and of a house in Horbury used as almshouses, and another house in Horbury used as an almshouse, and of the copyhold part of the Wheel Pit Close and the Middupford Close, to the use of the said new trustees, upon the trusts mentioned in the said indenture of 1683, and in that indenture.

By Indentures of 20th and 21st June 1817, the several common-lands, school-house, almshouses, and the freehold part of the purchased lands above referred to, were conveyed to the present feoffees; and the indenture of release states a surrender of the copyhold part of the purchased lands, and of two allotments, containing respectively 2*A.* 3*R.* and 2*A.* 0*R.* 27*P.*, awarded to the feoffees of the town-lands on the general inclosure of the open field-lands in Horbury.

The present trustees of the town lands are Daniel Gaskell, esq., John Scholefield, esq., John Rayner, esq., Mr. William Craven, Mr. John Race, Mr. John Goodall, Mr. George Walker, Mr. Moses Berry, and Mr. Joshua Foster.

Property and Rental.

NAMES of PARCELS.		Of what consisting.	Quantity.	TENANTS NAMES, and for what Term.	Rent, 1821.
			A. R. P.		£. s. d.
Mill Pasture	- - -	Land - -	3 1 30	Samuel Baines - - For one year, let afresh every Candlemas-day.	14 5 -
Dudfleet and Wheelpit Close	- - -	Ditto - -	1 3 8	Abraham Roberts, d ^o -	8 1 -
Little Common.	Near Close - - -	Ditto - -	3 2 14	Joseph Mitchell, d ^o -	13 13 -
	Middle Close - -	Ditto - -	3 3 6	John Ellis, d ^o -	12 15 -
	Far Close - - -	Ditto - -	4 0 3	John Sunderland, d ^o -	12 15 -
	Middupford Close -	Ditto - -	1 3 11	Edwin Noble, d ^o -	8 16 -
Addingforth Allotment	- - -	Ditto - -	1 2 0	Richard Smith, d ^o -	6 6 -
Addingforth Hills	- - -	Ditto - -	1 1 0	Richard Wray, d ^o -	1 11 -
Middups - - -	- - -	Ditto - -	5 2 6	David Charlesworth, d ^o -	15 15 -
Round Stannards	- - -	Ditto - -	2 3 21	Joseph Hall, d ^o -	11 11 -
Swartinforth - -	- - -	Ditto - -	3 2 20	Joseph Quarmby, d ^o -	17 2 -
Upper Stannard	- - -	Ditto - -	4 2 24	Edward Bennett, d ^o -	20 1 -
Crook Mire, and Meare	- - -	Ditto - -	4 2 7	Edward Hinchliff, d ^o -	20 - -
Little Middups	- - -	Raft-yard and buildings - - }	0 3 36	John Martin - - Tenant from year to year; not annually let afresh.	15 15 -
Little Hill's	- - -	House and lime- kilns - - - }	0 2 15	John Barker - - Tenant from year to year; not annually let afresh.	9 - -
Lime Kilns	- - -	Lime-kilns and county-house - }	0 1 11	David Charlesworth -	12 - -
West Middups	- - -	House, build- ings, staith, and lime-kilns - - }	1 0 22	Year to year, annually let. Ditto - - ditto - -	49 15 -
					£. 249 1 -

Horbury.
The Common, or
Town Lands,
continued.

Horbury.

The Common, or
Town Lands,
continued.

The lands are all let at the full annual value, and for the most part they are let once a year by the constable to the best bidder.

The almshouses mentioned in the deeds, which were built or purchased by the trustees out of the funds in their hands, are occupied by parish-paupers.

The trustees hold a meeting once a year before the lands are re-let, at which they determine in what manner the rent shall be applied; and the usual course of application, after deducting the ordinary expenses of management, is in making the following payments, viz. 20*l.* a year to the minister of the chapel; 15*l.* 15*s.* a year to the master of the school; a salary to the parish-clerk, which used to be 2*l.* 2*s.*, but has been advanced to 7*l.* 2*s.* on account of his having given up some small sums which he used to collect from the inhabitants under the name of dues; 3*l.* a year, or thereabouts, the expense of ale given at a meeting when the lands are let, and of which, by ancient custom, every householder belonging to the town is entitled to have a gill; a subscription to the Leeds Infirmary of 3*l.* 3*s.* a year, and the payment of the accounts of the constable, churchwardens, and overseers of the highways.

There was a balance in hand at the time of this inquiry of between 40*l.* and 50*l.* which was lodged in a bank at Wakefield.

The accounts are exhibited annually at a meeting of the inhabitants, and are open to the inspection of such of them as think proper to attend.

As to the stipend paid to the minister of Horbury Chapel out of the rents and profits of the town-lands, we find from the oldest entry on the subject in the account-book of the feoffees, that in 1741 the sum of 20*l.* was paid to the Rev. John Scott, already named, the then curate, and the same sum has ever since been yearly paid to the curate for the time being; but in a terrier of the possessions of the chapelry, the sum of 20*l.* a year is represented as being made up of 15*l.*, the rentcharge granted by the indenture of the 27th April 1728, and 5*l.* paid by the feoffees, in consideration of a sermon preached in the morning being preached in the afternoon of the same days, and which duty is now performed.

The Rev. William Snowden, the curate of Horbury chapel, complains that his stipend has not been increased with the advance in the annual value of the town-lands; and to show what was formerly the yearly value of the lands he has adduced and exhibited memorandums in an old register-book, signed by the curate at the time, stating that in 1674 the rents amounted to 16*l.* 7*s.* 8*d.*, and in 1693 to 33*l.* 19*s.* 4*d.*, as appeared by the rentals in those years examined by him, and a further memorandum, not signed, stating the rents in 1774 to have been 95*l.*

The payment of 20*l.* a year only to the Rev. John Scott, who was a party to the deed by which the annuity of 15*l.* was granted, and the continuance of the same payment to his successors, tend to support a presumption that the annuity was considered by the parties to have been granted in lieu and satisfaction of the stipend or portion of rent payable to the curate under the trusts of the original feoffment and the deed of the 23d May 1683: The deed however by which the annuity is granted states a different consideration for that grant; and though in the conveyance to new trustees the lands are conveyed subject to the rentcharge of 15*l.* a year, the trusts therein specified are those declared by the deed of the 23d May 1683. If the annuity was not a substitution for the stipend, and the 5*l.* a year was paid for an afternoon sermon, it follows that the trusts of the first deed, and that of May 1683, have not, so far as concerns the curate's stipend, been carried into effect.

In pursuance of our recommendation to the trustees to take into their consideration the propriety of increasing the allowance to the minister, they have held a meeting for that purpose, but the majority of them are against advancing it.

It appears to us that the questions, whether, under the circumstances above mentioned, the curate of Horbury chapel is entitled to demand a further allowance out of the rents of the common-lands, and if he is, whether the trustees have an absolute power to fix the amount of such allowance at their own discretion, (without any regard to the increased annual value of the property, or to the proportion existing in 1683 between the whole rent, and the stipend of 5*l.* 6*s.* 8*d.* then proposed to be paid to the curate,) can be determined only in a court of equity.

WORMALD’S ALMSHOUSES AND CHARITIES.

Richard Wormald, late of *Horbury*, in the county of *York*, yeoman, by his Will, dated 28th March 1731, devised and bequeathed unto the curate and churchwardens of *Horbury*, and their successors, a messuage in *Horbury*, except the garrets, which he devised to the said curate and his successors, in trust, that they should divide the same into as many tenements as they conveniently could, and then place therein such of the most needy persons of the town of *Horbury*, as they or the major part of them should think proper, and so from time to time as a vacancy should happen, should fill up the same.

He also gave and devised to the curate and churchwardens of *Horbury*, or their successors for ever, a messuage or tenement in *Horbury*, with all the lands and appurtenances therewith enjoyed, in the occupation of widow *Dixon* or her assigns, upon trust, that they should out of the rents and profits thereof on every second day of February yearly, pay unto the then curate and his successors, an annuity of 1*l.* for preaching a sermon as on that day yearly, in the church of *Horbury*; another annuity of 2*l.* to the then schoolmaster of the new erected school of *Horbury*, and his successors; and another annuity of 2*l.* among such poor inhabitants of *Horbury* as by their industry should keep themselves from being burthensome to the other inhabitants of the town, to be distributed by the curate and churchwardens immediately after the said sermon preached, in such proportions as they should think proper; and the testator further directed by his will, that in case the yearly rent of the messuage charged with the three last annuities, should exceed these sums, the overplus should be in the first place applied towards the necessary repairs of the premises, and the remainder to the curate.

As to the messuage in *Horbury*, devised by the will for the residence of poor persons, it appears that in 1745, an agreement was entered into between the Rev. *John Scott* the then curate, and the chapelwardens and principal inhabitants of *Horbury*, that Mr. *Scott* should take down the garrets, and employ the materials towards building or making a granary or corn-chamber upon any part of the premises or outbuildings held by him as curate, and that the inhabitants of *Horbury* by assessment should rebuild, and make into one entire messuage, the low rooms of the messuage mentioned in the will, and that such messuage when finished should be kept in repair thereafter by the inhabitants and curate of *Horbury*, and that the churchwardens should take care to see that agreement carried into effect.

The almshouses consist of four rooms, two upon the ground-floor, and two over them, and are occupied by four poor widows, appointed by the curate and churchwardens, and the building is kept in repair by the churchwardens.

The messuage and lands in *Horbury*, described in the will as in the occupation of widow *Dixon*, appear to have been given up about 50 years ago, on an inclosure, in exchange for other property, and they now belong to Mr. *William Holt*, but they remain subject to the specific sums charged thereon by the will, and the same are regularly paid and applied according to the directions of the will.

Rentcharges :

BENEFACTORS.	Annual Amount.	PURPOSE.	Property Charged.	BY WHOM PAID.
Mrs. Sarah Thoms, by Will, in or about 1736 - - - - }	£. s. d. 1 - -	{Curate, for a sermon on Michaelmas-day - - }	Estate in Horbury	{Mr. John Parker, owner.
Unknown }	- 10 -	Poor - - -	Ditto - - -	{Mr. James Rayner, owner.
. . Heron, as supposed }	- 10 -	Schoolmaster -	Ditto - - -	Mr. A. Webster, owner,
Unknown - - - - }				
Thomas Pollard, by Will - - - - }	1 - -	Poor - - -	{Allotment of 1 A. 1 R. 14 P. in South Field, Horbury - - }	{Mr. Dewhirst, Mr. Cook, owners.

These rentcharges are paid according to the intention of the donors, and those given for the poor are distributed by the churchwardens yearly.

Horbury.

Wormald's Almshouses and Charities.

THE TOWNSHIP SCHOOL.

Horbury.
The Township
School.

The master of this school receives the rentcharges given for his benefit as mentioned above, and has the use of a piece of land containing 1 A. 0 R. 28 P. of the value of about 4*l.* a year, which was taken in exchange on the inclosure for ground given by some person unknown, and he occupies the school-house and garden belonging to the trustees of the common-lands, and receives from them 15*l.* 15*s.* a year for teaching ten poor children, if so many apply, to read, and for keeping the trustees accounts. The master teaches such free-scholars as apply, and keeps school for children paid for by their parents.

Two new rooms have been added to the school by subscription of the inhabitants, for the purpose of being used as a Sunday-school.

WAPENTAKE OF MORLEY.

PARISH OF BATLEY.

THE FREE SCHOOL.

Batley.
The Free School.

The Rev. *William Lee*, by Indenture, dated the 24th September 1612, conveyed unto Sir John Saville, and eleven other trustees, a messuage and divers closes at Gomersal, in the parish of Birstall, upon trust, to employ the rents and profits thereof for the wages and maintenance of the master of a school at Batley, who should teach and instruct youth and children in the school-house, as well in learning to read English, and to write, as in the Latin and Greek tongue, and make such as were capable, fit for the university, if they should so long continue with him ; the school to be free for the children of inhabitants of the whole parish of Batley, but the children of others not to be taught without paying wages to the schoolmaster, as they might agree ; the master to be chosen by the feoffees, and the vicar and churchwardens of the parish of Batley, or the greater number of them, and, with the scholars, to be subject to such further laws and ordinances as should be at any time ratified by the Archbishop of York ; and it was provided, that when the number of feoffees should be reduced to six, five, or four, the survivors, with the vicar and two churchwardens of Batley, and the master of the school, should choose others to make up the number of twelve, and convey the premises upon the trusts aforesaid.

The said William Lee, by his Will, dated 20th November 1617, gave 80*l.*, or thereabouts, to be employed in a purchase of the yearly value of 4*l.*, and by his said will, and a codicil thereto, dated 31st December 1617, he directed that of the said sum of 4*l.* there should be paid 2*l.* 10*s.* for the further maintenance of the master of the school ; 6*s.* 8*d.* to the minister of Batley, for preaching a sermon on the 26th February, yearly ; 3*s.* 4*d.* to the trustees of the school, for wine on the day on which they might take occasion to meet ; 10*s.* to be distributed the same day among the poor, and 10*s.* to be paid to the master of the school for showing to the trustees the breaches of the school-house, which they were to take care to repair.

The money bequeathed, and other funds arising from sources which cannot now be distinctly shown, was laid out by the trustees in the purchase of real state, and the property belonging to the charity consists of the following particulars :

PROPERTY.	TENANTS.	Annual Rent.
		£. s. d.
A school-house, dwelling-house, with outbuildings, and two parcels of land less than an acre - - - - }	The schoolmaster - - - - -	Rent free.
Two messuages, with small buildings and several closes, containing together 34 A. 2 R. 6 P. at Gomersal - }	— Pearson and Benjamin Fearnley, tenants from year to year - - }	73 17 -
A messuage, barn, garden, and 8 A. 2 R. 1 P. of land at Horbury - - - - }	— Martin and Benjamin Sykes, for five years, from May 1822 - - }	32 6 -
A house, homestead, and 5 A. 2 R. 39 P. of land at Morley - - - - }	John Fox, yearly tenant - - - -	27 8 -
		£. 133 13 -

The lands are let according to a valuation made a few years ago. The

The trustees in 1801 granted a lease of the coal under the land at Gomersal to Messrs. Emmett for a term of 31 years, at the rent of 63*l.* a year, for 31 A. 3 R. 2 P. of the land, the rent of one acre or more to be paid for yearly, during the term, whether the coal were worked or not; and by a subsequent arrangement the term has been considerably extended, but subject to the condition on the part of the lessees to level and make good the surface of the charity-land at the end of the original term of 31 years, and to get the coal then remaining by means of pits and shafts on adjacent land.

The trustees allow to the master of the school a salary of 120*l.* a year, and defray the charges and payments directed by the codicil, amounting to 4*l.* a year, and they have applied the residue of the income in repairs and improvements of the school-property and estates.

The children of the inhabitants, to the number of 60, are instructed as free-scholars, the dead languages, English, reading and writing, being taught in the school, and they are also taught arithmetic on moderate terms. The increased population of the place has made it expedient to limit the admissions, and by a recent resolution of the trustees the number of scholars is restricted to 60, and the children are required before admission to be able to read in the Psalter.

Some considerable improvements have been made of late years by erecting a new school-house, repairing the master's dwelling-house, building a house on the Gomersal estate, and a barn on that at Batley, and in other particulars; and the expense of these improvements, with those attending the inclosure at Horbury, and the exoneration of the trust-estate from tithes, has been such as to exhaust the whole of the surplus-rents and money arising from sale of the coal, and to leave the trust in debt for money borrowed for effecting the improvements; the debt amounting at the time of this inquiry to 163*l.*

The accounts are kept by one of the trustees, who acts as receiver, and they are audited by the others from time to time. The number of trustees is kept up as directed by the deed; the last appointment and conveyance of the trust-estates were in 1819, and eleven of the trustees then appointed, the vicar of Batley being one, are now living.

THE GIRLS SCHOOL.

In or about the year 1787 a fund was raised by subscription for establishing a school for female children of the poorer sort of inhabitants of the township of Batley, under the direction of trustees, who according to a resolution passed on the occasion are to consist of the vicar of Batley for the time being, the steward of Lady Ashton, and her representatives, and five others, to be elected out of the inhabitants of Batley at a vestry-meeting.

Part of the money subscribed was laid out in erecting a school-house, and the residue, amounting to 170*l.*, is placed in the hands of Messrs. Scatcherd and Co. of Batley Mills, on the security of their promissory note, at interest of five per cent. The interest is paid to a mistress, who resides on the school-premises, and she teaches 15 poor children as free-scholars, in reading, knitting and sewing, and is allowed to teach 10 other girls paid for by their parents.

Batley.
The Free School,
continued.

The Girls School.

SMALL GIFTS AND RENTCHARGES.

DONORS AND OBJECTS.	Annual Amount.	Property, or Fund Charged.	REMARKS.
	£. s. d.		
James Shipley, by Will, in 1719, to the minister for morning and afternoon sermons -	10 - -	{ Estate at Pinlewell, in the parish of Batley, the property of Miss Taylor - - - }	{ Duly applied and distributed.
For the poor - - -	4 - -		
Mr. Chester, by Will, in 1657, for the poor - - -	1 - -	{ Crofts and land belonging to different owners }	Ditto.
John Watson, by Will, in 1753, for the poor 25 <i>l.</i> to be laid out in land - - -	1 - -	Sum of 25 <i>l.</i> - - -	{ The sum of 1 <i>l.</i> a year used to be paid as interest, but has not been received for five years last past.

Small Gifts and
Rentcharges.

SCHOLEFIELD'S CHARITY.

Batley.
 Scholefield's
 Charity.

Mr. *Joshua Scholefield*, by Will, dated 29th June 1806, bequeathed 60*l.* to the churchwardens and overseers of the poor of the township of Batley, upon trust, to apply the interest thereof towards the education of such and so many children of the surname of Scholefield, or Kitson, or of any of the descendants of such names not above the age of 12 years, as should reside within those parts of the township of Batley called Carlington, Brownhill, and Upper Batley, and be deemed by the said churchwardens and overseers the greatest objects of charity; and in case there should be no children of that description, or not a sufficient number of them, to have the whole of the interest expended, the residue should be applied towards the education of other children under the age of seven years, whose parents should reside within the said districts, being also deemed fit objects of the charity; and he gave to the said churchwardens and overseers 40*l.*, in trust, to apply the interest thereof in aid of the Sunday-school or schools in Batley; but in case the said schools were thereafter discontinued and disused for the space of six months or more together, then he directed the interest, or any part thereof, should during such discontinuance or disuse be applied to the same charitable purposes as the interest of the said sum of 60*l.*; provided, that upon the revival of any such Sunday-school or schools the interest should again be applied in aid of the same.

These legacies were laid out, with other funds, in erecting a poor-house in Batley, and interest thereon, at five per cent per annum, is paid out of the poors rates.

The interest of 60*l.* is applied by the surviving executor of the will of Joshua Scholefield, with the concurrence of the churchwardens and inhabitants, in educating four or five poor children from the places mentioned in the will, under a master or school-dame in Batley; and the interest of the 40*l.* is at present applied in equal moieties to the support of a Church Sunday School in Batley, and another school, called the Union Sunday School, which is under the management of a committee of dissenters; but as the latter school did not, as represented to us, exist when the legacy was bequeathed, and the officers of the church are trustees, it appears to us very questionable whether any part of the interest can properly be applied to the support of that school.

CHAPELRY OF GILDERSOME.

HARGRAVE'S CHARITY.

Gildersome.
 Hargrave's Charity.

Bolton Hargrave, by Will, dated 13th June 1749, gave 200*l.* the profits thereof to be paid to a sufficient schoolmaster for teaching, freely, ten poor boys, to be nominated by the vicar of Batley, and the churchwardens and overseers of the poor of Gildersome for the time being, out of the poorest families of the inhabitants of Gildersome, and he willed that the schoolmaster should teach the poor boys to read the Bible and New Testament, and prepare them to be able to repeat the Church-catechism before the vicar, openly in the church of Batley.

The legacy was laid out in the purchase of South Sea Annuities, which produced a yearly dividend of 6*l.* 2*s.* but the stock was afterwards sold, and the proceeds applied in purchasing three tenements, with small gardens, in Gildersome, which are let by the trustees to different persons, as yearly tenants, at rents amounting together to 10*l.* a year, being the full value.

The rents are paid to the master of a school in Gildersome for teaching 10 poor children, nominated as directed by the will, in reading, writing, accounts, and the Church-catechism.

Trustees of the charity to the number of seven have been appointed from time to time, being chosen as vacancies occur, by the survivors, from the inhabitants of Gildersome.

RENTCHARGE.

Rentcharge.

The sum of 20*s.* a year, mentioned in the Returns of Charitable Donations in 1786, as the gift of a Miss Bolton, to 20 poor widows of this township, is paid in respect of a field in Gildersome, by Mr. Beverley, the proprietor, and is duly applied by the churchwardens.

PARISH OF BIRSTALL.

BOLLAND'S GIFT.

The sum of 170*l.*, bequeathed in 1783 by Mr. *William Bolland*, to the poor of the parish of Birstall, was laid out in 1785, in the purchase of 300*l.* three per cent consols, which stock is now standing in the names of Thomas Gomersall and John Cockill, both now deceased, the Rev. William M. Heald, and Samuel Sykes. The dividends are apportioned among the several townships in the parish, and distributed among poor persons in money or bread.

Birstall.
—
Bolland's Gift.

TOWNSHIP OF BIRSTALL.

BROOK'S GIFT.

James Brook, in 1711, gave to 40 poor widows 1*s.* each, per annum, at the discretion of the minister and churchwardens, payable out of a close called the Poor Close, the property of John Blayds. This money is distributed by the vicar, among 40 widows on St. Thomas's-day.

Birstall.
—
Brook's Gift.

RHODES'S CHARITY.

John Rhodes, by Will, dated 30th August 1774, gave 200*l.* to the vicar and churchwardens, in trust, to apply the interest thereof in providing bread for such poor industrious housekeepers of the township of Birstall as regularly attend Divine Service in the church, and receive no relief from the poors-rate. The will contains sundry special and minute directions as to the mode of distribution, which are recorded in a table of benefactions.

Rhodes's Charity.

The legacy was invested in the purchase of 311*l.* 5*s.* 6*d.* three per cent stock, in the names of trustees, and the dividends, 9*l.* 6*s.* 8*d.* are applied to the purpose mentioned in the will. Endeavours are made to confine the benefit of the charity to poor persons who receive no parochial aid, but it has been found impracticable to adhere, with strict conformity, to some of the minor regulations contained in the will, respecting the classification of the poor persons to receive the charity; in substance, however, the charity is duly administered.

THE SCHOOL.

The property appropriated to the support of the school consists of two cottages, one of which is occupied by the schoolmaster, and the other is let for his benefit; the yearly sum of 5*l.*, issuing out of between 40 and 50 acres of land in the township of Gomersal, formerly the property of a person named Batt, and now of Joshua Walker, esq.; and a yearly sum of 3*l.* 10*s.* understood to have been bequeathed by a Mrs. *Martha Murgatroyd*, of Cronnest, in Yorkshire, and which is paid by Mr. Ayngé, of Kilburn, in the county of Middlesex, on behalf of the Rev. Lynch Burroughs, vicar of Great Offley in the county of Herts.*

The School.

It appears by an inquisition taken under a Commission of Charitable Uses in the 43d of Elizabeth, that William Armystead, vicar of Birstall, in the third and fourth years of the reign of Philip and Mary, settled lands at Gallowhill in Leeds, and paid 100*l.* to Henry Batt for the maintenance of a schoolmaster for teaching grammar, and for erecting a free-school at Birstall; and by a Decretal Order made by Lord Chancellor Ellesmere, in the second year of James I., on appeal from the decree made under the above-mentioned commission, it was ordered, that John Batt and Robert Batt should assure to trustees in fee-simple a messuage in Birstall called the School-house, and a rentcharge of 5*l.* out of lands in Gomersal and Okewell, or one of them, for the use and support of a schoolmaster; and it was further provided by the decree, that John Batt and his heirs, or on their default for two months, the vicar and churchwardens of Birstall, should nominate the schoolmaster until the parishioners of Birstall should settle other 5*l.* a year for the schoolmaster, from which time the nomination of the schoolmaster should be in John Batt and his heirs, and the vicar and churchwardens, or the majority of them; and that

* This payment has been made for a great number of years, probably 70, but no information can be obtained respecting the bequest, or out of what property or fund the annuity was originally made payable.

Birstall.

The School,
continued.

that John Batt and his heirs should nominate six scholars to be taught free until the parishioners should assure the additional 5*l.* a year to the master, from which time the school should be free for all the parishioners of Birstall.

The cottages, and the rentcharge of 5*l.* a year now belonging to the school, were probably granted and settled in obedience to the Decretal Order, but of the land at Gallowhill no account can be given; no traces exist of the enjoyment of such property, and the precise situation of Gallowhill seems to be unknown.

It does not appear that the additional annuity of 5*l.* was assured by the parishioners, unless the payment from Mr. Burroughs can be ascribed to that source. As the family of Batt has been long extinct, the appointment of the schoolmaster may be considered to belong, by virtue of the decretal order, to the vicar and churchwardens.

In 1819 a large National School for boys and girls was established at Birstall, and the free-school has been united to it; it was usual before that time for the master of the free-school to teach some children gratuitously, to read and write, and six poor children continue to be brought up at the National School as free-scholars of the old foundation.

TOWNSHIP OF LIVERSEDEGE.

THE HIGH TOWN SCHOOL.

Liversedge.

The High Town
School.

Josias Farrer, by Will, dated 18th May 1722, devised to William Farrer certain premises in Liversedge, upon condition that he should pay to a schoolmaster, to be elected by the trustees thereafter appointed, for teaching 16 poor children born in the township of Liversedge, 8*l.* yearly; and he appointed Jeremy Farrer, Richard Rayner, and John Beaumont, trustees for electing the schoolmaster and nominating the children, and directed that on the death of one of the trustees the survivors should elect another; provided, that unless the inhabitants of Liversedge should erect a school-house within 12 months after his the testator's decease, the said payments should be void.

A school-house was erected at the expense of the inhabitants of Liversedge soon after the testator's death, upon a piece of ground 12 yards square, in High Town, purchased for the purpose.

Edward Beaumont, by Will, dated 22d August 1723, bequeathed to the said John Beaumont, and to Benjamin Bartlett, 100*l.*, to be laid out in a purchase of lands, to be conveyed to the trustees named in the will of Josias Farrer for the benefit of the master of the then newly-erected school in High Town; and he directed that the schoolmaster should instruct six poor children of the Township of Liversedge, to be appointed by the trustees.

By Indenture of the 6th June 1744, reciting the above wills, and that the said John Beaumont and Benjamin Bartlett could not lay out the sum of 100*l.* in a purchase of lands, and that Thomas Beaumont had proposed to grant a rentcharge of 6*l.* a year for the sum of 100*l.*, the said Thomas Beaumont, in consideration thereof, granted to the said Richard Rayner and John Beaumont, their heirs and assigns, a rentcharge of 6*l.* per annum out of a messuage, barn, and two closes, called the Upper Croft and the Lower Croft, in Adwalton in the county of York, upon trust, for the schoolmaster, for teaching six poor children of Liversedge.

The possessions of the charity consist of a school-house and premises, and the two rentcharges of 8*l.* and 6*l.* a year.

New trustees have been appointed from time to time, and for a long period it has been usual on new appointments to nominate five persons as the complete number, but at present there is but one trustee surviving.

In 1821, a National-school was erected immediately opposite the school-premises by subscription, and the master of the free-school being appointed to the office of master of the National-school, has since instructed in the latter, with the scholars attending thereat, 22 children as free-scholars in respect of the above endowments.

TOWNSHIP OF DRIGHLINGTON.

THE SCHOOL.

Drighlington

The School.

James Lord Archbishop of Armagh, by Will, dated 30th May 1678, reciting, that he had not endowed the school he had built at Drighlington according to his intentions, therefore gave all his lands and hereditaments in Drighlington to

to his son Robert Margetson, and the heirs of his body, with remainder to such persons as in his will were appointed for his lands at Newhall, to the intent that the said Robert Margetson and his heirs, and all others in remainder to whom the said premises in Drighlington or Newhall should come, should pay yearly, towards the maintenance of the school, 60*l.* out of the rents and profits of his lands at Drighlington aforesaid; and he willed, that of the 60*l.* the master of the school should receive 40*l.*, the usher of the school 13*l.* 6*s.* 8*d.*, and the master appointed to teach English for the time being, 6*l.* 13*s.* 4*d.*; and he gave the nomination of the chief master of the school to the master and senior fellows of Peter House, Cambridge; and willed that the schoolmaster should have power to nominate the usher, and the master to teach English, with the consent of the feoffees in trust for his said school, or the greater number of them.

By Letters Patent of 3d William and Mary, reciting, that the said archbishop had built a school at Drighlington, and by his will given the above-mentioned rentcharge, their majesties appointed Sir John Tempest, of Tong Hall, bart. and eight others, including the vicar of the parish-church of Birstall then and for the time being, to be a body corporate, under the name of the Governors of the Free School of James Margetson, late Lord Archbishop of Armagh, with power to receive the yearly sum of 60*l.*; to have a common seal; to make reasonable laws and constitutions in writing for the government of the school; and upon any of the governors dying, or being removed, to elect another discreet person inhabiting within 20 miles of the school to be a governor.

The property appropriated to the charity consists of a school, school-house, and garden, and the rentcharge of 60*l.* per annum in the will mentioned, issuing out of an estate now the property of Samuel Sykes, esq.

The school was once of considerable repute, and was well attended both by free-scholars, and boys from a distance, who were instructed by a master and usher. At present it is conducted by the master alone as a school for the instruction of 12 children from the township of Drighlington-cum-Adwalton as free scholars, in reading, writing and arithmetic, with the opportunity of being taught Latin if desired; the master also teaches a few other scholars from the place and neighbourhood, whose education is paid for by their parents.

For a long time previous to 1811 there had been no new appointment of governors, and the charity appears to have been considerably neglected, and the school-buildings had fallen into a state of dilapidation; in that year, however, the Rev. Miles Atkinson, the only surviving governor, nominated new governors, and endeavours have been made by them, both during a vacancy of the mastership, and since, to place the charity upon a proper footing, and render the institution useful; but the emolument is now too small to support the institution effectually upon the plan intended by the founder. By the existing regulations made by the governors, it is provided that the number of free-scholars should consist permanently of 12 boys, sons of the inhabitants of Drighlington-cum-Adwalton, to be admitted between the age of seven and ten years, but not to continue free-scholars beyond the age of 10 years, and that the boys should be taught reading, English, writing and accounts, and classics, according to their capacities, and the desire of their parents; but as it was found that the school-premises were greatly out of repair, and that the repairs wanted were estimated at 200*l.* which could not be raised but by the application of part of the rentcharge given by the will, the governors stipulated with the master that he should do the repairs, and be allowed to receive the salaries of the usher and English master, until the money expended by him in repairs should be thereby repaid, and that during a limited time six scholars only should be taught free. The repairs done to the school-premises have considerably exceeded the estimate, and the master had not at the time of this inquiry, as it appeared, been repaid out of the usher's and English master's salaries the money which he had expended; but as some particulars in the account require explanation, and the existing regulations do not perhaps provide sufficiently for the administration of the charity, and the mode in which it should be conducted when the debt is discharged, it appears to us expedient that a meeting of the governors should be held for the purpose of settling the account with the master, and also for making such further regulations as may be requisite for carrying into effect the founder's intentions, as nearly as circumstances will permit.

Drighlington.

The School,
continued.

TOWNSHIP OF HECKMONDWIKE.

WOOD'S CHARITY.

Heckmondwike.

Wood's Charity.

Joshua Wood, in 1734, bequeathed 30*l.* for providing bread for the poor, at the discretion of the minister of Birstall, and the churchwarden and overseer of the poor of Heckmondwike. The legacy was laid out in the purchase of an acre of land, which was conveyed by Indentures of the 11th and 12th April 1738, and is let by the minister, churchwarden and overseer, to a Mrs. Barber, as yearly tenant, at the rent of 2*l.*, being the full annual value. The rent, with the addition of 10*s.* a year out of the funds of the township, is distributed amongst the poorest persons on St. Thomas's-day. The addition of 10*s.* a year appears to be made in compliance with the will of James Skipley, dated in 1719, whereby he charged an estate in Heckmondwike with the sum of 10*l.* which he bequeathed for the use of the poor.

CHAPELRY OF TONG.

BOWCOCK'S CHARITY.

Tong.

Bowcock's Charity.

Isaac Bowcock, by Will, dated 11th February 1669, gave 200*l.* to be bestowed in lands, and employed for preferring or putting forth five poor mens sons to trade yearly, who should not to be put forth town-apprentices, or for the relief of such as should be in necessity, (but not through wasteful expense, or such as have relief from the parish,) or for setting up in trade, or stocking young persons, at the discretion of five feoffees therein named; and he directed that when any of the trustees should die, the rest should choose another before any thing should be acted.

The legacy was laid out soon after the testator's death in the purchase of an annuity of 11*l.* issuing out of an estate called Hatfield Hall, at Stanley, near Wakefield, the property of Hatfield Kay, esq., and the annuity is applied by the trustees, whose number is kept up by election, the minister of the chapelry being always one, partly to the purpose of apprenticing poor children, for each of whom 2*l.* is given, and partly in a distribution of money amongst poor persons not receiving parochial relief. The children apprenticed are not limited to any particular number, and the surplus which remains, after apprenticing them, and defraying some small charges for receiving the money and keeping the accounts, and a charge of 12*s.* or thereabouts, for an entertainment on the day of distribution, is distributed on St. Thomas's-day by the trustees.

THE SCHOOL.

The School.

By Indenture of Bargain and Sale enrolled, dated 26th June 1739, Sir *George Tempest*, baronet, granted and conveyed unto Gervas Brown and three others, in fee, a new-erected school and school-house in Tong, then lately built by him for a charity-school, and a brewhouse and yard, upon trust, that the said school and yard should be used as a charity-school, for the education and instruction of poor children belonging to the Lordship of Tong, and that the trustees should permit the schoolmaster to inhabit and enjoy the house and brewhouse during the time he should personally teach poor children therein, provided that he should instruct eight poor children belonging to Tong, in reading and the Church-catechism; the poor children to be chosen by the trustees, with the curate of the parochial chapelry of Tong, or the major part, out of the Lordship of Tong, the inhabitants of the town of Tong having always the preference; and he directed that as the master's place should become vacant a new schoolmaster should be chosen by him the said Sir *George Tempest*, and his heirs for the time being, if he filled up the vacancy within a month, and in case of his refusing or neglecting to do so, then the trustees, with the curate of Tong, should nominate and elect such master; and he thereby further granted unto the trustees, their heirs and assigns, a yearly rentcharge of 4*l.* to be issuing out of a messuage in Tong, and the lands and grounds thereto belonging in the deed mentioned, (now the property of John Plumbe Tempest, esq.), in trust, to pay 3*l.* thereof to the master of the school, towards his support, for instructing the eight poor children, and 1*l.* a year to such five persons as should be ringers of the bells at Tong chapel, equally amongst them; and he directed that upon the death

of

of any one or more of the trustees, the survivors or survivor, his heirs and assigns, should within three months elect other honest and industrious men, residing within the township of Tong, to be new trustees, and convey the premises upon the trusts aforesaid.

By Indenture of Bargain and Sale enrolled, bearing date the said 26th June 1739, Gervas Brown, granted to the said Sir George Tempest and the trustees named in the above-mentioned deed, a rentcharge of 6*l.* a year out of a messuage in Bramley, called Bramley Hall, and several closes thereunto belonging, therein mentioned, now the property of John Atkinson, of Leeds esquire, upon trust, that they should yearly pay 40*s.* thereof to the curate of Tong chapel, for instructing every year the children belonging to Tong, in the Church-catechism, with an explanation thereof; 3*l.* a year to the school-master of the charity-school erected by Sir George Tempest, for instructing seven poor children belonging to Tong, in reading and their catechism, such children to be elected by the trustees, with the curate of Tong, or the major number of them, out of the Lordship of Tong; and 20*s.* a year to the clerk of Tong Chapel for taking care of the clock-strings, and oil and wires for the clock; and in case there should be no clock, or the same should become useless, that the said 20*s.* should be distributed to or amongst the poor of Tong by the trustees, until the clock should be repaired, or a new clock placed there; and the deed contains a proviso for appointing new trustees by the election of the survivors.

The rentcharges were transferred by deed in November 1793 to new trustees, of whom John Plumbe Tempest, esq., and James Stead, are the survivors, and new trust-deeds are in the course of being prepared.

The annuities are applied for the purposes and in the manner directed by the deeds.

The master of the school occupies the school-premises, and pursuant to his agreement with the trustees at the time of his appointment, he instructs six poor children as free-scholars, in reading and writing, and generally instructs two or three additional children free; and he also teaches several other children paid for by their parents.

The school-room is occasionally used for parish-meetings, and on that account is kept in repair at the expense of the inhabitants.

Tong.
The School,
continued.

PARISH OF BRADFORD.

THE FREE GRAMMAR-SCHOOL.

It appears by a charter of King Charles II. bearing date the 10th October, in the 14th year of his reign, that the Archbishop of York for the time being is constituted visitor of the free grammar-school, at Bradford, thereby founded.

Bradford.
The Free Grammar
School.

POORS ESTATE, AND QUIT RENTS.

This property, as to the acquisition of which no deeds or writings are now extant, is appropriated to the use of the poor of the several townships within the parish of Bradford, with the exception of Clayton and Heaton, and consists of the following particulars:

Poors Estate, and
Quit Rents.

1. The Norhill Farm, in the township of Wilsden, consisting of a house, barn, and stable, and four fields, containing together 40 acres, in the occupation of widow Ramsbottom, under a lease for 21 years, commencing in 1812, at the yearly rent of 27*l.* 10*s.*:

2. Two closes, formerly in one, called the Crack Field, in the township of Wilsden, in the occupation of Dan Brierly, under an agreement for a lease for 15 years from the 2d February 1818, at the yearly rent of 18*l.*

The above property is under the management of the churchwardens of Bradford, and is properly let.

3. Certain quit-rents issuing out of different lands in Horton, amounting together to 4*l.* 18*s.* a year.

The annual income is divided in certain fixed proportions for each township in the parish, except Clayton and Heaton, and is distributed by the parish-officers acting for each township, among poor persons not receiving regular parochial relief.

POLLARD'S CHARITY,

Bradford.
 ———
 Pollard's Charity.

Richard Pollard, by Will, dated 20th August 1735, devised to his nephew *Joseph Pollard* all his messuages, lands, and hereditaments, in Bradford, to hold to him and his heirs, upon condition that he and they should pay unto the poor of Bradford the sum of 25*s.*, and to the poor of Brierley 25*s.*, and to the poor of Haworth and Stanbury 50*s.* yearly, for ever, and he appointed *Thomas Pighells*, and *George Taylor*, and their heirs, joint trustees, to receive the said 50*s.* for the uses of the poor of Haworth and Stanbury, and appointed the said sums to be paid on the 25th December, yearly.

The above yearly sums are paid by *Samuel Hailstone*, esq. solicitor, Bradford, out of his estate, situate in Goodmans End, in Bradford. The sum of 25*s.* a year for the poor of Bradford is distributed by *Mr. Hailstone* himself, among poor persons of Bradford, and the other sums in the will mentioned are paid by him to one of the parish-officers of Brierley and Haworth respectively, for the poor of those townships, and are distributed among poor persons.

JOWETT'S CHARITY.

Jowett's Charity.

Mary Ann Jowett, spinster, by Will, dated the 19th September 1811, bequeathed to the vicar of Bradford, and the churchwardens of the township of Manningham for the time being, 400*l.* upon trust, to lay out the same upon government security, and to dispose of the proceeds, after defraying the charges of the trust yearly, in the vestry of the parish-church of Bradford, on old New Year's-day, unto and for the benefit of poor widows, and single women of industrious and virtuous characters, above the age of 50 years, one half of such persons to be residing in and to have been inhabitants of the township of Bradford for 10 years preceding, and the other half of them to reside in and to have been inhabitants of the township of Manningham or Frizinghall, and Carsyke, in the township of Heaton, for 10 years preceding, and the same to be distributed amongst them in sums of not larger than 20*s.*, and not less than 5*s.* to each; and the testatrix, among other directions as to the management of the trust, directed that the vicar should keep in his hands, as treasurer, the proceeds of the 400*l.*, until the same should be distributed; and that a proper deed should be prepared for perpetuating and establishing the charity.

The sum of 360*l.* the amount of the legacy, after deducting the legacy-duty, was laid out in 1813 in the purchase of 500*l.* four per cent consols, and after the reduction of that stock to 3½ per cent annuities, the principal money (which was paid in consequence of no assent to the reduction of the stock having been expressed by the trustees, in whose names it was standing) was laid out, after deducting the amount of some necessary charges, in January 1826, in the purchase of 499*l.* 17*s.* 5*d.* new four per cent annuities, in the names of the Rev. *Henry Heap* the vicar of Bradford, and *Thomas Rhodes*, and *Joseph Carver*, late churchwardens of Manningham.

The dividends are duly applied according to the directions of the testatrix, being distributed, one half among poor widows, and single women of Bradford, and the other half among poor widows and single women of Manningham, Carsyke, and Heaton, in sums varying from 5*s.* to 1*l.*

TOWNSHIP OF BRADFORD.

FIELD'S CHARITY ESTATE.

Bradford.
 ———
 Field's Charity
 Estate.

By Indentures of Lease and Release of 11th and 12th August 1686, *William Field* conveyed to *Thomas Ledyard* and *James Denham*, their heirs and assigns, an undivided moiety of a messuage or tenement called Black Abbey, in Bradford, and of four closes thereto belonging, called the Abbey Croft, the Far Old Earth, the Middle Old Earth, and the Narr Old Earth, containing by estimation 14 days ploughing, to the use of the said *William Field* and the heirs of his body, and in default of such issue, to the intent that the said *Ledyard* and *Denham*, and their heirs, should yearly receive and dispose of the rents and profits for and towards the yearly relief and maintenance of the poor of the town of Bradford.

On a partition of the estate made by deed, dated 20th March, 3d James II., part of the north-east end of the messuage, with some outbuildings and a garden, a part of the ground called the Middle Fold, and the closes called the Abbey Croft and the Narr Old Earth, with a right of way over the other part of

of the estate, were assigned to Ledyard and Denham in lieu of an undivided moiety of the estate.

The heirs of the body of William Field having become extinct the estate has been conveyed from time to time to successive trustees, upon trust for the charitable use; and the present trustees are Messrs. Francis Simes, John Priestley, and William Skelton, the survivors of four trustees to whom the charity-estate was conveyed by deeds, dated the 2d and 3d November 1818.

The Narr Old Earth, containing 2A. 0R. 32P. is let to James Boyes, as yearly tenant, at 12*l.* a year, the full annual value.

Part of the Abbey Croft, 45 yards on the north, 25 yards on the east and west, and 60 yards on the south, has been demised to Robert Brook, by lease, dated 14th November 1818, for 999 years from the date of the lease, at the yearly rent of 13*l.*

The remainder of the estate was let to Joseph Green, by lease, dated 1st November 1819, for 999 years from the date thereof, at the annual rent of 86*l.*, but part thereof, containing 490 square yards, has since, by deed, dated 1st October 1819, been assigned by Green, and let by the trustees to John Bottomley by lease, for the remainder of the said term of 999 years, at the yearly rent of 7*l.* 19*s.* 3*d.* the residue of the rent of 86*l.* a year, viz. 78*l.* 0*s.* 9*d.* being payable by Green.

The whole of the property before the leases were granted was let at the yearly rent of 38*l.* which was the full annual value to be obtained on a yearly letting, and the trustees were induced to grant the leases (which were taken for the purpose of erecting buildings on the ground) in order to increase the annual income for the benefit of the poor. Houses have since been erected, or are in the course of being built, which will afford a sufficient security for the rents reserved, and the leases contain covenants to keep the buildings in proper repair. There is no doubt that the trustees were influenced by no other motives in granting the leases than a desire to improve the funds of the charity to the utmost, and the land was offered to the best bidders, but the terms granted appear to us to be of excessive and unreasonable length; it is alleged however, that building-ground is usually demised in Bradford for terms of similar duration.

The rents of the property are disposed of by the trustees in a distribution of money among poor persons of the township of Bradford whom they consider most deserving, and a regular account is kept of its application.

FARRAND'S CHARITY.

Thomas Farrand, by his Will, dated 27th June 1724, directed his trustees therein named to settle out of his real estates an annuity of 10*l.*, to be applied in paying for the instruction of poor children in learning to read English, and write, belonging to the town of Bradford, whose parents were not able to pay for such their learning, at the discretion of the trustees.

By Indentures of Lease and Release, dated the 27th and 28th September 1726, an annuity or yearly rentcharge of 10*l.* was charged and secured on several closes and parcels of ground called the Far Lang Sides, in Horton, in the parish of Bradford, and a messuage and barn thereon, and was vested in five trustees, upon trust, to apply the same for the purposes in the will mentioned, and the deeds contained a proviso for continuing the trust by the appointment of new trustees on the death of any two of them.

New trustees have been chosen from time to time, and by the last deed of appointment, dated the 18th April 1802, the rentcharge is vested in Mr. John Stanfield and Mr. James Wilkinson, the present surviving trustees.

The property subject to the charge belongs to Henry William Oates, esquire, and the money is applied annually in teaching as many poor children to read as the fund will suffice for, the number of children instructed being at present 17, and there is a balance in hand of 2*l.* 2*s.*

For a long time past the children have been taught to read only, and the reason assigned for their not being taught to write also is the desire of the master that a larger number might receive some instruction.

Bradford.

Field's Charity
Estate,
continued.

Farrand's Charity.

TOWNSHIP OF NORTH BIERLEY.

WILTON'S CHARITY.

North Bierley.
 Wilton's Charity.

It appears by an entry in a terrier of the lands and possessions, &c. belonging to the chapelry of Wibsey, that "*John Wilton*, clerk, in the year 1669 left a farm in Wibsey, called Penny Close Farm, to certain trustees, who after deducting 40s. a year to be given to one poor man, should pay the remainder of the rent to the minister of Wibsey chapel."

This property is vested in eight trustees, who let the land at 12*l.* a year, the full annual value, and after retaining 40s. a year for the poor, pay the remainder to the minister. The 40s. a year is distributed by the committee of the vestry-meeting at their half-yearly meetings, among poor persons of North Bierley not receiving regular parochial-relief.

TOWNSHIP OF HORTON.

ASHTON'S CHARITY.

Horton.
 Ashton's Charity.

John Ashton, by Will, dated 4th August 1712, devised his messuage in Horton, and the buildings and lands thereto belonging, unto four trustees, and their heirs, upon trust, to distribute the clear rents half yearly amongst such poor aged and necessitous people of the town of Horton as should subsist without the town-allowance, and should appear to the trustees to have been industrious, and have become most needful; and he bequeathed to the trustees all the residue of his personal estate, upon trust, to put forth the same at interest, or purchase land therewith, and distribute the interest or profits amongst such poor people as aforesaid; and he directed that when any three of the trustees should die the survivor should convey the premises unto four other honest substantial inhabitants of the town of Horton, upon the trusts above mentioned.

The residue of the testator's personal estate was laid out in the purchase of a messuage in Horton, with a barn, orchard, and garden, a close called Wheat Hole, and three closes, then in five, called Hatcliffe Closes, containing by estimation five days work.

The charity-estates are vested in Joseph Barrons, as surviving trustee, under deeds, dated the 1st and 2d November 1813, and consist of the following particulars:

Three cottages, a barn, and certain closes of land at Horton, let to Joseph Gomersal, as yearly tenant, at 30*l.* per annum:

A blacksmith's shop and shed, let to John Garthwaite, as yearly tenant, at 7*l.* per annum:

A farm at the Solitary in Horton, consisting of a dwelling-house, divided into two, a barn, and several closes, containing 13 or 14 days work, or about nine acres, let in different parcels to George Briggs and Daniel Dracup, as yearly tenants, at rents amounting together to 16*l.* a year.

The property is all let at its full annual value.

The sum of 80*l.* was borrowed, and laid out about two years ago in repairing a barn, and part of the rents is appropriated to the payment of the debt.

The coals under the land occupied by Gomersal were sold by agreement in January 1822 for 90*l.*, of which 10*l.* was paid at the first; 5*l.* was to be paid on the 21st January 1823, and the remainder was to be defrayed by half-yearly payments of 7*l.* 10*s.* 3*d.*

The clear income, after deducting what is retained for payment of the debt, and the charge for a dinner on rent-days, being about 2*l.* 5*s.* a year, is distributed among poor people of Horton not receiving parochial-relief.

The sum of 40*l.* was laid out in 1821 in law-expenses respecting the preparation of a deed of feoffment of the charity-estates, which was recommended by the attorney of the trustees, who is since deceased, with a view to the letting of part of the charity-estate on a building-lease, which purpose, however, by reason of subsequent circumstances, could not be carried into effect. We have not been able to discover how the preparation of such deed became necessary.

THE FREE GRAMMAR-SCHOOL.

The Free Grammar
 School.

Christopher Scott, by Will, dated the 4th October, 13 Charles I., gave a school-house, which he had built on ground adjoining to the church-way, with an annuity of 18*l.* a year, purchased of one Cockroft and one Murgatroyd, which he

he desired might be, if it was not then already, vested in 18 or 12 feoffees at the least, to be chosen out of the chief men of the parish of Haworth, for and towards the maintenance of a schoolmaster, able and willing to teach his scholars Greek and Latin, in such a commendable manner that they might be fit for either of the universities of Oxford or Cambridge; and he desired to have the schoolmaster chosen out of the universities of Oxford or Cambridge by all the voices of the feoffees, or at the least the greater part of them, whereof he willed that his brothers heirs should have a double voice; and he would have such a one that was a graduate at the least, or bachelor, if not a master of arts, and if there were any that should stand to have the place which should be of his blood, and a sufficient scholar in manners and learning, he desired that he should be chosen before another; and if the master should become negligent, and of evil report, it should be lawful for all the feoffees, or the greater part of them, to expel him and make choice of another more worthy; and he gave to the poor within the parish of Haworth, for ever, the residue of annuity which was purchased of Murgatroyd, which was 40s. by the year, be that more or less, to be distributed among them at Easter and Christmas.

It appears by a Deed, dated 8th January 1655, that the property thereby conveyed to new trustees of the school consisted of the six perches of land on which the school-house was built; a close called Mytholme, occupied as three closes; and an annuity of 14*l.*, payable by Cockcroft, but no mention is made in the deed of the annuity of 6*l.* or 4*l.* a year payable by Murgatroyd; it is probable therefore that the land at Mytholme was received in lieu of that annuity.

It appears by a Deed, dated 28th October 1691, that Thomas Cockcroft, paid to the feoffees of the school, 265*l.* as the principal money and consideration for the annuity of 14*l.* a year, and that 200*l.*, part of the money, was placed out upon mortgage, and 65*l.* the remainder was lent upon bond; and it further appears, by a Deed dated 17th August 1713, that the sum of 115*l.* was laid out in the purchase of a messuage and certain lands, called Heyley Field, (now called High Binns) which were conveyed by that deed to the feoffees.

By the last Deeds of Conveyance to new trustees, dated the 24th and 25th April 1791, the school-property was conveyed to eighteen trustees (of whom seven are living) by the description of a pareel of land, containing by estimation six perches, with a school-house thereon, near the lower end of a lane leading to Oxenhope, and a messuage or tenement called the Mytholmes, with the buildings and closes to the said messuage belonging, within Haworth, and a messuage called the Mould Greave, with the buildings and closes of land to the same belonging, in Oxenhope, formerly purchased by the feoffees of the school of Benjamin Ferrand, esq., and a messuage called the High Binns, with the buildings and closes of land to the same belonging in Oxenhope, formerly purchased by the feoffees of one Jeremy Pearson; upon trust, to receive and employ the rents and profits towards the maintenance of an able and painful schoolmaster of the free grammar-school of Haworth, qualified, elected, and lawfully licensed thereto, according to the foundation of the school, and the meaning of the said Christopher Scott, declared by his will; and upon trust, that when the trustees should be reduced to the number of twelve, the survivors should elect six other persons out of the chief men of the parish or reputed parish or township of Haworth, and convey the premises to the use of the surviving and new-elected feoffees.

The property of the school in its present state consists of the following particulars:

A school, which was enlarged in 1818, and a house for the master adjoining, which was erected in the same year by the trustees:

A messuage called Mytholmes, with a small barn, and about ten acres of land, in Haworth, let to Thomas Sugden, as yearly tenant, at the annual rent of 18*l.*:

A house and barn, called the Mould Greave, with 12 acres of old inclosed land, and an allotment of 14 acres, or thereabouts, let to Joseph Binns, as yearly tenant, at 31*l.* per annum: part of the allotment is moor-land, and not yet converted into tillage:

A messuage called High Binns, with a barn, and about seven acres of land, let to William Wright, as yearly tenant, at the annual rent of 19*l.*

Horton.

The Free Grammar
School,
continued.

Horton.
 —
 The Free Grammar
 School,
continued.

The property is let at the full annual value, and the land-tax upon the school-premises has been redeemed out of the surplus rents.

The sum of 100*l.* was borrowed about ten years ago for the purpose of improving the land, building the school-house, and making other repairs, and the further expense of building the house was defrayed with money retained out of the rents.

The salary of 60*l.* a year is paid to the master, and the surplus rent, 8*l.* a year, is applied to defray the interest of the debt of 100*l.*, the expenses of the repairs and other expenses affecting the trust.

The present master, who had previously had the school at Harehill, in the parish of Keighley, was appointed at Midsummer 1826, and he instructs the children of all the inhabitants of the chapelry of Haworth who apply for admission, both boys and girls, in reading, writing, and arithmetic.

The master is competent to teach Latin, but he is not a graduate of either of the Universities, and though a man of considerable attainments, is not duly qualified as a teacher of a grammar-school; we find, however, that the school has not for a long time been maintained as a regular grammar-school; that there is little or no demand for the advantages of a classical education for their children among the inhabitants of the chapelry; and that from the situation of the school, and the amount of the endowment, it would be difficult to support the institution, or procure a proper master to conduct the school with utility, according to the founder's intention, as declared in his will; and we are induced to conclude that the trustees did the best in their power for the charity, under all circumstances, in the appointment of the present master.

The master having considered himself bound to admit all scholars who apply to him, has about 200 in the school, some of whom are extremely young, and attend to be taught the alphabet: he teaches them with the assistance of his son, but finds the number of scholars much greater than he can properly instruct; it seems right therefore that some qualification as to the age, and ability to read of the children admitted to the school, should be insisted on, and that in case of dispute the applications for admission should be made to the trustees.

KITCHIN'S CHARITY.

Kitchin's Charity. By Indenture of Feoffment, dated the 15th April 1644, *Abraham Kitchin*, conveyed unto two trustees therein named, a messuage with the appurtenances, called Whinney Hill, in Oxenhope, with the buildings, crofts, and acres of land thereto belonging, to the uses therein mentioned; and to the further intent, that the trustees and their heirs, should receive and take forth of the rents and profits of the premises an annuity or yearly rentcharge of 10*s.* to and for the use of the poor people of the parish of Haworth, at the feast of St. Martin the Bishop, in winter: and power was thereby given to the trustees and their heirs to enter upon the premises, and distrain for the rentcharge in default of payment for the space of twenty days.

It is not known who is the heir-at-law of the surviving trustee.

The estate, subject to the rentcharge, now belongs to Mr. James Feather, of Horton, in Far Oxenhope. The payment was formerly made, and the money was distributed among poor widows; but since the death of Mr. Thomas Whitaker, a former proprietor of the estate, who died near thirty years ago, nothing has been received on account of the charity, though applications have repeatedly been made for the money. We have informed Mr. Feather of the existence and nature of the charge, and intimated to him the propriety of paying it.

MIDGLEY'S CHARITY.

Midgley's Charity. *David Midgley*, by his Will, dated 5th March 1723, devised unto Judith Midgley his mother, a messuage or tenement, and the closes, lands, tenements, commons and hereditaments to the same belonging, lying and being in the Withins, within the township of Haworth, and then in the tenure of widow Crabtree, to hold the same unto the said Judith Midgley and her assigns, for and during the term of her natural life, and immediately after her decease, his will and mind was, and he thereby gave and devised the said messuage or tenements, closes, lands and premises, with their appurtenances in the Withins aforesaid, unto Joseph Midgley his cousin, and Timothy Horsfall, his (the testator's) brother-in-law, and their heirs, upon the special trust and confidence, and to the intent and purpose, that the said Joseph Midgley, and Timothy

Timothy Horsfall, their heirs and assigns, should yearly, and every year, at the feast of St. Martin the Bishop, in winter, with the rents, issues and profits of the same premises, clothe with good and convenient blue clothes, and other necessary wearing apparel, ten poor children of the township of Haworth, to be from time to time made choice of at the discretion of his said trustees and their heirs, which children should be then under the age of seven years, if the rents and profits of the said premises would extend to the same; and he gave unto his sisters Sarah, the wife of Thomas Lister, and Mary, the wife of the said Timothy Horsfall, their heirs and assigns, all the residue of his real estates within the township of Haworth and the parish of Kighley, not therein before disposed of.

The property at Withins, mentioned in the will, consists of a farm-house, barn, and about 50 acres of land, and is held and let by Edward Ferrand, esq. of St. Ives, near Bingley, as proprietor, having been purchased by him about 20 years ago, with the manor of Haworth and other estates there. It appears that Midgley Horsfall, son of Timothy Horsfall and Mary his wife, sold the Withins farm to Joseph Midgley, and the same was sold by the son and heir of Joseph Midgley to Mr. Ferrand.

Since the testator's death 10 poor children, boys and girls, of the township of Haworth have been annually supplied with clothing by the person in possession of the farm, and at present the children are chosen by the chapelwardens of Haworth, with the concurrence of Mr. Ferrand, and their clothing is paid for by him. The boys receive each a coat, waistcoat, and breeches of blue cloth, a blue cloth cap, and a pair of stockings, and the girls a blue cloth jacket, two petticoats, a blue cap, and pair of blue stockings.

The farm is estimated at upwards of 30*l.* a year, and the expense of clothing the children at about 7*l.* a year.

It appears to us a doubtful question whether, upon the construction of the will, the devise is to be considered as amounting to an absolute gift of the Withins farm for charitable purposes, or whether, in legal effect, so much of the rents and profits as remained after providing clothes for ten poor children resulted to the residuary devisees or heir-at-law. In fact, however, the charity has been, as far as we can discover, uniformly treated as a charge only on the estate, and the farm has been the subject of enjoyment, sale, and purchase, as private property.

STANBURY SCHOOL.

In 1805 a school was established at Stanbury by means of voluntary contributions. A dwelling-house for the master and a school-room were erected with the money subscribed, and the sum of 600*l.*, secured upon the tolls and duties of the Leeds and Liverpool Canal Navigation, was assigned by Mr. John Holmes as a provision for the master. The security on the tolls, and the land on which the school-buildings were erected, were vested in trustees by deeds, dated respectively the 26th February and the 8th April 1805, upon trust, for the use and salary of a master, to be nominated by the trustees, to teach the English language, writing, and arithmetic to all children and young persons above the age of six years residing within either of the hamlets of Stanbury and Haworth, who should resort to the school, without requiring any recompense; and by the latter deed it is declared that the trustees should have power to remove the master for neglect or misbehaviour; that the new trustees of the chapel of Baptists in Haworth, together with the trustees in the deed named, should be the trustees for the time being for the purposes of the charity; that upon such trustees being reduced by death or otherwise to a less number than five, the surviving acting trustees should appoint such persons as new trustees as they should think fit; and that the trustees for the time being should have power to make rules for the order and government of the school.

The master of the school occupies the school-premises, which are kept in repair at the expense of the inhabitants, and he receives the interest of the 600*l.*, which used to be paid at the rate of five per cent, but for four years past has been four and a half per cent, and is now about to be raised again to five per cent.

About 60 children attend the school as free-scholars, and are instructed in English, writing, and accounts.

Horton.

Midgley's Charity,
continued.

Stanbury School.

TOWNSHIP OF WILSDEN.

CHARITIES FOR EDUCATION.

Wilsden.

Charities for
Education.

The yearly sum of 20*s.* under the gift of — Ferrand, mentioned in a table of benefactions, charged on an estate the property of Edward Ferrand, esq., and the sum of 3*s.* 4*d.* a year out of the Doe Park estate in Haworth, late the property of E. W. Buck, esq. deceased, (the gift of which is unknown,) are paid to the master of a township-school at Mytholme, in Wilsden, built upon the waste.

CHAPELRY OF THORNTON.

THE SCHOOL.

Thornton.

The School.

This school is under the direction of trustees, chosen from the inhabitants of the chapelry, the number of them at present being 12.

The school was established by subscription, and is endowed with lands in Bradfield and Thornton, settled near the time the school was founded by George Ellis and Samuel Sunderland, for the maintenance of a schoolmaster, to teach children of the inhabitants of Thornton and Allerton in Latin and English; and the endowment has been augmented with an allotment of land in Thornton, purchased by the trustees with money in their hands, and with an annual sum of 2*l.* paid in respect of a farm and lands called Leventhorpe Mill, in Thornton, the property of Thomas Barstow, and an annuity of 20*s.* given by Thomas Sagar in or about the year 1672, out of an estate called Allerton Grange, now the property of William Rawson, esq.

Property :

PARCELS.	OCCUPIERS.	Rent.	Annual Value.
		£. s. d.	£. s. d.
A school-house lately rebuilt with money in the hands of the trustees, and subscriptions - - - - -	The schoolmaster.		
A house and 18 A. 0 R. 26 P. of land in Thornton, called Wilcock Royd - -	Ditto - - -	- - -	20 - - or thereabouts.
Two allotments in Thornton, 8 A. 3 R. 36 P. -	— Barstow - -	8 - -	8 - -
Message and building, and 7 A. 3 R. 4 P. of land at Laister Dike, in the parish of Bradford - - - - -	A. Roberts, yearly tenant - - -	15 15 -	15 15 -

The master of the school, who is appointed by the trustees, receives the annual rents and profits of the estates after the deductions for necessary repairs and the rentcharge of 2*l.* a year. The rentcharge of 20*s.* a year out of Allerton Grange estate has not been paid for several years, and the estate was lately purchased by Mr. Rawson, without notice of the charge, but he has undertaken to pay the arrears of the annuity from the time of his purchase.

The school has always been conducted as a free-school for instruction in Latin and English of the children of the inhabitants of the chapelry, by masters properly qualified; but of late there has not been much demand for instruction in Latin. The sum of 1*s.* a quarter is paid by each scholar for general instruction in reading; and a quarterage, fixed by the trustees, is also paid for instruction in each of the following several branches of learning, viz. writing, arithmetic, and mensuration.

The school is attended by about 85 children, of whom about seven are taught Latin.

SAGAR'S CHARITY.

Sagar's Charity.

James Sagar, by Will, dated 15th February 1665, devised to two trustees and their heirs a close, called Randalwell Close, situate at Horton, near Bradford, upon trust, out of the rents and profits to pay 20*s.* yearly to the minister of Thornton Chapel, and to divide and bestow the residue thereof among the most needful poor within the chapelry.

New trustees have been appointed from time to time, but the number of them has been increased, and the estate now belonging to the charity was conveyed to 12 trustees in 1826.

The

The Randalwell Close was let in 1821 for 8*l.* a year, being the full annual value, on a yearly letting; but being of great value as building-ground it was lately exchanged, under the authority and in the manner directed by the Act of the 1st and 2d Geo. IV. c. 92, for certain closes, with farm-buildings thereon, at Clayton West, in the parish of Bradford, containing 30 days work, or 20 acres of land, and that property is now let to Jonas Wilkinson, from year to year, at 50*l.* per annum, the full annual value; but as the land at Clayton was more than a just equivalent, it became necessary to pay the difference of the value in money, to be raised out of the rents and profits of the land at Clayton, and at the time of this inquiry there remained due from the charity-estate the sum of 50*l.*

The yearly sum of 20*s.* has been regularly paid to the minister, but in consequence of the debt incurred on the occasion of the exchange, and the expenses attending the conveyance of the land at Clayton to the trustees, there has not of late years been any distribution of the surplus-rents. It is intended however, as soon as the debt is discharged, to distribute the surplus in the manner the surplus-rents of the Randalwell Close were distributed, viz., among poor persons of the several townsnips or hamlets in the chapelry, not receiving regular parochial relief, one fifth being apportioned for each township or hamlet.

It may be a question, perhaps, whether the proceedings under the Act, so far at least as respects the money paid for compensation, were strictly regular, but we have found no reason to suppose that the permanent interests of the charity were not duly attended to and maintained.

Thornton.

Sagar's Charity,

continued.

Rentcharges :

DONORS.	PURPOSE.	Annual Amount.			PROPERTY CHARGED, and by whom Paid.
		£.	s.	d.	
Miss Midgley - -	Minister of Thornton chapel, for sermons on afternoon of Christmas-day, and morning of St. John Evangelist's-day - - - -	-	10	-	{ Farm in Thornton, Joseph Thwaites, owner.
		-	6	8	{ Upper Headley estate at Thornton, Isaac Wood, owner.
		-	3	4	{ Doe Park, devisees of late E. W. Buck, Esquire.
Unknown - - -	Master of Thornton school	2	-	-	{ Leventhorpe Mill estate, in Thornton, T. Barstow, owner.
Ditto - - - -	Schoolmaster of Mytholme school in Wilsden -	-	3	4	{ Doe Park, devisees of late E. W. Buck, Esquire.
R. Ferrand, Esq. - -	Schoolmaster of Mytholme school in Wilsden -	-	10	-	{ Harden Hall estate, — Ferrand, Esq. owner.
Richardson Ferrand, Esq.	Ditto - - - -	-	10	-	

The sum of 1*l.* a year is paid to the minister, and the other yearly sums are paid to the masters of Thornton School, and of a township-school in Wilsden.

PARISH OF CALVERLEY.

QUEEN ELIZABETH'S DOLE.

This is an annual sum of 4*l.* payable out of the rectories of Thorp Arch and Hutton Pannal for the poor of the parish of Calverley. An account is given of the origin and nature of the charity in the Report of Charities for the parish of Otley. The sum of 2*l.* a year is paid by the owner of the rectory of Hutton Pannal, but the incumbent of the vicarage of Thorp Arch, who is lessee of the tithes of that parish, insists on a deduction for land-tax out of the portion payable by him, and we have not yet found the means of satisfactorily investigating the merits of that claim.

Calverley.

Queen Elizabeth's

Dole.

Calverley.

The money received is divided into three equal portions, and a portion is distributed in each of the three several townships of Calverley with Farsley, Idle, and Pudsey, among poor people by the proper officers.

TOWNSHIP OF CALVERLEY.

ECCLESHILL DOLE.

Calverley.

Eccleshill Dole.

This is an annual payment of 30s. for the poor of Calverley, out of lands in Eccleshill, made as follows; 10s. by Christopher Edmundson, 10s. by William Udall, and 10s. by Walter Scott Stanhope, esq.

The money is distributed by the overseers of the poor among poor widows of Calverley not receiving regular parochial relief.

The charity appears to have originated under a deed, dated 6th October 1686, purporting in terms to be a conveyance from *Walter Calverley*, esq., to trustees, for the poor of the township of the third part of a close called Wheatlands, the third part of a close called Margaret Roods, and the third part of a close, called Ryecroft, each of which is described in the deed as being demised at the yearly rent of 10s.; but the deed is executed by the trustees only, and the parish-officers having lately taken the opinion of an eminent counsel on the subject, were advised, that as no conveyance could be found executed by the granting party, and the parish-officers could not show any thing but the receipts of 10s. a year from the owners of the land who had been in possession, which could not be shown to be a rent for the enjoyment, the possession of the land could not be recovered, and the payment must be considered a rentcharge only.

HILLARY'S CHARITY.

Hillary's Charity.

Joseph Hillary, by Will, dated in 1658, devised a house in Park-lane, Leeds, and gave out of the rents thereof 4l. for the schoolmaster of Calverley, yearly, 40s. yearly to the minister, and 20s. to the parish-clerk, yearly, the residue or some portion for buying books for poor children.*

The house having fallen into decay was sold under the powers of the Act for redemption of the land-tax by Thomas Thornhill, esq., who acted as trustee, and the purchase-money was invested in the purchase of 619l. 11s. 4d. three per cent reduced annuities; which stock is standing in the name of the Accountant-general of the Court of Chancery to the account "*Ex parte* Thomas Thornhill."

The dividends of the stock, which amount, after deducting the charges attending the receipt of them, to 16l. 14s. 6d. a year, are paid one half to the master of the school in Calverley kept in the church-yard, one fourth to the vicar of Calverley, one eighth to the parish-clerk, and one eighth to the vicar, for buying books for the children at the Sunday-school, and which is accordingly laid out in that manner.

TOWNSHIP OF IDLE.

DOLES AND ANNUAL PAYMENTS.

Idle.
Doles and Annual
Payments.

DONATION.	Annual Amount and Purpose.	PROPERTY CHARGED.	BY WHOM PAID.
Immemorial payment found by Inquisition, 23d August, 9th Anne, and established by decree thereon of Commissioners of Charitable Uses -	{ 40s. for the poor of the township of Idle, payable to the church-wardens and overseers of the poor - }	{ Wood Ridding Close, Stiver Raynes Closes, the Holmes Closes, and the Broad Doale, in Burley, in the parish of Otley - }	{ James Hodgson and Thomas Gill, the owners. }
By will of Nicholas Pollard, dated 2d December 1658 - -	{ 20s. to the poor of Idle, 20s. to the minister of Idle - - }	{ Estate in Burley, in parish of Otley - }	Thomas Gill, owner.

The doles, together with a proportion of Queen Elizabeth's dole, are properly distributed among poor people.

* Note.—We have not met with a copy of the will.

HANSON'S CHARITY.

[See the Report of this Charity under the title of Yorkshire General Charities.]

TOWNSHIP OF PUDSEY,

LEPTON'S GIFT.

Joseph Lepton, by Will, dated 6th November 1715, devised a close called Dickroyd to trustees, upon trust, to pay 3*l.* annually to a dissenting minister settled in Pudsey, and the residue of the rent thereof to such poor persons as being legally settled in Pudsey should subsist without the town's allowance.

The trustees of this charity-estate are Lepton Dobson, esq. alderman of Leeds, and his brother Mr. George Dobson, descendants of the donor.

The property is situate in the townships of Pudsey and Bramley, and consists of a close of about 4½ acres, called Dickroyd, and an allotment of somewhat more than a rood on Pudsey Little Moor, which are let to John Halliday, as tenant from year to year, at 18*l.* a year, being the full annual value.

The sum of 3*l.* a year is paid to a dissenting minister at Pudsey, and the remainder of the rent is distributed by the churchwardens and overseers among poor persons of Pudsey, not receiving parochial relief.

DOLES.

DONATIONS.	Annual Payment.	PROPERTY CHARGED.	BY WHOM PAID.
<i>£.</i> 40 by Mrs. Gibson for the poor - - - }	<i>£.</i> <i>s.</i> <i>d.</i> 2 - -	Township-rates - -	Overseers of poor.
Rentcharge of 10 <i>s.</i> a year by ——— Whitley, for the poor - - - }	- 6 8 - 3 4 - 10 -	Old fold and lands adjoining - - - }	Samuel Farrar, and Mr. Kitchen, proprietors.
Interest of 5 <i>l.</i> by will of Gervoise Neville, dated 13th May 1726, for the poor, in bread - - - }	- 5 -	The Soke Mill at Leeds	Edward Hudson, proprietor.

These doles, together with the portion of Queen Elizabeth's, are regularly distributed among poor persons of Pudsey.

SIMPSON'S CHARITY.

Jacob Simpson, of Leeds, surgeon, by Will, dated in 1737, gave 100*l.* the interest thereof to be applied to the use of poor housekeepers, and the education of poor children at Pudsey.

The sum of 100*l.* is in the hands of William Hey, esq. of Leeds, and the interest, 5*l.* a year, is applied by the incumbent curate of Pudsey chapel in paying for the instruction in reading of seven poor children.

PARISH OF MIRFIELD.

DOLES.

DONORS.	Annual Sum.	PROPERTY CHARGED.	APPLICATION.
Joseph Lidyard - -	<i>£.</i> <i>s.</i> <i>d.</i> 2 - -	{Two closes, called Short Nobbs, at Hopton - - }	Distributed among poor persons.
Mary Hutton - - -	2 - -	{Hanbank Farm at Hopton, the property of Mr. John Blackburn - - - }	Ditto.
James Shepley - -	4 - -	{House and land called Dunn Bottle, the property of Joseph and Thomas Lees - - - }	Ditto.

Mirfield.

Doses,
continued.

DONORS.	Annual Sum.	PROPERTY CHARGED.	APPLICATION.
Robert Holdsworth, for the vicar of Mirfield, for reading prayers the first Wednesday in every month	£. s. d. - 18 -	Messuage and land called Brickhouse.	
To the clerk - - -	- 10 -		
To the poor - - -	3 12 -		
Unknown, 20 l. - -	1 - -	Poor Rates - - -	Distributed among poor persons.
Richard Northop, 10 l. -	- 10 -		
Nathaniel Waterhouse -	1 - -	Estates of trustees of Waterhouse's Charities -	Given in cloth.

BEAUMONT'S CHARITY.

Beaumont's
Charity.

The sum of 10*l.* a year for apprenticing one or more poor boys of the parish of Mirfield, payable under the charity of *Richard Beaumont*, of which the account is reserved for a future Report, is paid by the agent of ——— Beaumont, esquire, of Whitley, and the money is applied by the churchwardens and overseers in placing out apprentice one or two poor boys yearly, as the state of the fund will allow.

LADY BETTY HASTINGS'S CHARITY.

Lady Betty
Hastings's Charity.

The sum of 2*l.* a year, which is paid by the trustees of Lady Betty Hastings's charity for finding bread and wine for the Communion Service, and as to the residue, if any, for the benefit of the poor, is applied accordingly.

THE FREE SCHOOL.

The Free School.

By Indenture of Feoffment, dated the 24th February 1667, *Richard Thorpe*, of Hopton, conveyed to four trustees certain houses, closes, and parcels of lands near Ledger Bridge, upon trust, to apply the rents and profits for the master of the school at Mirfield, for teaching 15 poor children of the inhabitants of the parish in the house there used as a school-house, till they should read English well; such of them as should read well, at the discretion of the feoffees, to be removed, and other poor children to be placed in the school, so as the number of 15 should be constantly taught: and it was thereby directed that the trustees should take care to place such children in the school as should be the poorest sort, and place such a master at the school as the said *Richard Thorpe* and his heirs should approve of; and that when there should be but two surviving trustees, they should convey the premises to the use of themselves and two or more others, able parishioners, and their heirs, upon the trusts aforesaid: provided that if the trustees should make default in the performance of the trust, or the premises, or the rents and profits thereof, should be misemployed, that indenture should be void, and it should be lawful for the said *Richard Thorpe* and his heirs to re-enter and have possession of the premises as in his former estate, to the intent to convey the same to other feoffees and their heirs, on the trusts aforesaid.

On a failure of trustees a new appointment was executed about 40 years ago by the heir-at-law of the founder, and the number was increased to seven, which number has since been regularly kept up.

The property, which consists of some cottages and about six or seven acres of land, is let to *James Eastwood* for 21 years, of which seven are expired, at the yearly rent of 48*l.*, being the full annual value; and the further sum of 5*l.* a year is paid by the proprietor or lessees of a colliery on an adjoining estate, for the use of a coal-road over the charity-estate, a lease of the right of road having been granted by the trustees for 21 years, commencing in 1811.

The rents, with two benefactions to the school, of which an account is subjoined, are paid to the master of the school, who is appointed by the trustees, and heir-at-law of the founder; and he occupies a school built by the parishioners, and a house appropriated for his residence, and teaches 20 poor children nominated by the trustees as free-scholars, in reading, writing, and arithmetic, with several pay-scholars.

Joseph

Joseph Lidgard left 2*l.* per annum to the use of the school, payable out of Barker's Farm at Hopton, the property of Joshua Ingram, esquire.

Thomas Holdsworth left 10*s.* a year to the school, payable out of Will-house, and lands, the property of a society of Moravians established at Mirfield.

Mirfield.

The Free School,
continued.

WAPENTAKE OF OSGOLDCROSS.

PARISH OF BURGHWALLIS.

POORS LAND.

This property consists of about one acre and a half of uninclosed land in Sutton Field, and three roods or thereabouts in a close formerly part of the Sutton Field, and now the property of Michael Tasburgh, esq.

Burghwallis.

Poors Land.

The open field-land is let to William Epplewhite, as yearly tenant, at 2*l.* per annum, and for the land in Mr. Tasburgh's close the yearly sum of 1*l.* 5*s.* is paid as rent, which is the fair value.

The rents are paid to the minister, churchwardens, and overseers, and distributed among poor people at Christmas with the sacrament-money.

The above estate was purchased in 1678 with the sum of 10*l.* bequeathed by *William Huscroft*, for the poor of the parish of Burghwallis, and was conveyed by a Deed, dated the 1st May 1678, to the use of two trustees therein named, and their heirs, and the minister, churchwardens and overseers of the poor of the parish of Burghwallis.

POORS MONEY.

The sum of 5*s.* a year is paid by Michael Tasburgh, esq. as the interest of 5*l.* poors money in his hands, and is distributed with the rent of the land.

Poors Money.

PARISH OF KIRK BRAMWITH.

DOLES.

A Rentcharge of 20*s.* devised by the Rev. Mr. *Errat*, in 1702, out of an estate in the parish of Kirk Bramwith, now belonging to Miss Spooner, of Doncaster; and a rentcharge of 12*s.* a year, devised by a Mrs. *Beale*, in 1701, out of an estate at Thorpe, belonging to Mr. Smeaton, are paid to the churchwardens, and distributed on New Year's-day among poor persons.

Kirk Bramwith.

Doles.

GOOD'S CHARITY.

The Rev. *William Good*, in 1641, gave a parcel of land called the Pighill, containing about an acre, the rent thereof to be applied in buying a Bible for and maintaining one poor child at school.

Good's Charity.

The land is let by the minister and churchwardens to Thomas Smith, as yearly tenant, at 2*l.* per annum, the full value. One, and sometimes two, poor children nominated by the rector or curate used to be sent under this charity to a school in Kirk Bramwith, to be taught to read, and Bibles were also provided for the children out of the rent, but the school having been discontinued of late, the rent is distributed among poor persons with the doles.

WAPENTAKE OF SKYRACK.

PARISH OF BINGLEY.

THE GRAMMAR SCHOOL—WOOLER'S CHARITY AND SUNDERLAND'S CHARITY.

By an inquisition, bearing date the 2d May 1623, taken under a Commission of Charitable Uses, dated the 3d July 1622, it was found that a piece of land and certain closes in Greenhill, within the parish of Bingley, were assured in the year 1529 to trustees, in trust, for finding a schoolmaster to teach grammar within the town of Bingley; and that certain messuages, with some lands thereto belonging, within the township of Bingley, had time out of mind been assigned and employed for and towards the maintenance of a schoolmaster, teaching grammar within the town; and that three several yearly rentcharges of 13*s.* 4*d.*, 13*s.* 4*d.*, and 6*s.* 8*d.*, had in the year 1570 been granted out of lands and premises in the parish of Bingley to trustees, upon the same trusts; and that by deed of feoffment, dated the 19th October 1602, a house, with the appurtenances, in Bingley, were conveyed to trustees, in trust, that the yearly rent and profit should be employed for the maintenance of a schoolmaster

Bingley.

The Grammar
School, &c.

Bingley.

The Grammar
School, &c.
continued.

teaching grammar within the town of Bingley, or to such other godly uses as should be thought most meet for the good and common profit of the town and parish of Bingley; and that by Indenture, dated the 27th October 1605, a messuage, lands, and premises in Bingley were conveyed to trustees, to the intent that the rents and profits thereof should yearly be for the maintenance of a schoolmaster teaching grammar within the town of Bingley, or to such other good and godly uses as should be thought most for the good and common profit of the town and parish of Bingley, at the discretion of the feoffees; and that by Deed of Feoffment, dated the 9th September 1605, a messuage called the Lady House or Roodford, with the houses, land and hereditaments thereunto belonging, were conveyed to trustees, in trust, for the maintenance of a schoolmaster teaching grammar in the town of Bingley; and that Abraham Bynnes and Sybill his wife, by indenture, bearing date the 13th day of June, in the 14th year of the reign of King James I., and by other good and sufficient assurances in law, in performance of a Decree made between the parties to that indenture in the court of Chancery in Trinity Term in the 13th year of the said king, conveyed and assured unto William Curre and nine others, and their heirs, four closes, called the Moiety of the Stackflatt, containing by estimation nine acres and ten perches; and a close called Thompson Wife Ing, containing by estimation two acres and three roods; and three other closes lying together, one called Buredge Close, containing by estimation one rood and thirty perches; one other called Lightfoot Close, containing by estimation one acre and a half; and one other close called Hanging Acre, containing by estimation three roods and thirty perches and one half; and one other close called Mastall, containing by estimation three acres, with their appurtenances, in Bingley and Micklethwaite, to the intent that the rent, issues, and profits of the said land and premises should be employed by the said feoffees, their heirs and assigns, to the use of the poor people at Bingley, and towards the maintenance of a schoolmaster in the town of Bingley, according to the last will and testament of *William Wooler*, deceased, and of his intent and meaning therein declared; and that all the said lands, or the rent or profit, had been used and employed to the said several and respective uses for which they were given, or had otherwise been limited or appointed: And that *Michael Broadley*, by Will, dated in 1613, gave to the school at Bingley 40*l.*, to be disposed at the discretion of his executors, Nicholas Walker and Thomas Howgill; and further by his said will gave unto the poor of the parish of Bingley 40*s.*: And it was further found, that for 18 years then past, or thereabouts, there had been a schoolmaster for teaching grammar unto the children of the inhabitants of the town and parish of Bingley, kept and maintained according to the intent of the several trusts aforesaid; and that the said Thomas Howgill had been schoolmaster there nine or ten years; and that having then lately obtained the vicarage of the church of Bingley, and being incumbent there, he had, in respect of his charge in that function, and for other causes and reasons, relinquished his place of schoolmaster, whereupon the feoffees for the said school had proceeded in making choice upon their liking of a schoolmaster for the said school for the time present.

By the decree of the Commissioners made upon the above inquisition, and dated the 2d May 1623, it was decreed, that Richard Sunderland, esq. and twelve others therein named, inhabitants, freeholders, or farmers within the parish of Bingley, should thenceforth be sole committees for the said charitable uses; and that they and such others as should succeed them, or the greater number of them, should have power to receive the rents and profits of the said lands and hereditaments, together with the sums of money, debts, and chattels given as therein mentioned, and to dispose the same unto and for the several and respective uses for which they were limited or given; and that all persons seised or interested of or in the said lands and hereditaments should, upon the request of the said committees, or any four of them, grant and assign the estate and interest therein to the said committees, or such persons as should be elected committees in their room, and to their heirs, for the respective charitable uses aforesaid; and that the committees should in no case be enabled to make any leases of any of the said lands for any greater term than 21 years, or in reversion, or without impeachment of waste; and that upon every lease so much rent and yearly profit at the least should be reserved as would *bonâ fide* be given for the same, with sufficient securities and caution for the payment thereof; and that the said stock of money should be preserved entire without diminution, and

and the profit, and yearly advantage thereof should be employed to the uses for which the same were given: And it was further decreed, that the 13 committees, or the greater number of them, should once every year in the month of October, elect four of their number to be their stewards or bailiffs to receive the rents and profits, and sums of money limited to the said charitable uses for one year, who should cause the same to be distributed and disposed to and for the said respective charitable uses, and at the end of their year give a true account thereof to the other committees, which account so taken should be entered in a great book to be provided for that purpose, and kept in some safe and convenient place in the parish-church of Bingley, and have two locks and keys, whereof at the least one key should remain with such one of the committees as the rest, or the greater number of them, should nominate, and the other with the vicar of the church of Bingley for the time being; and that if any of the 13 committees should die, or depart out of the country, or give over his place, or appear unfaithful, unfit, or unworthy of the said place, that then the residue of the committees for the time being, or the greater number of them, first removing the said unfit and unworthy persons, should elect some other fit person or persons in their rooms, to make up the full number of 13 committees, and that the inheritance and estate of the said lands should be always so ordered and disposed of by renewing of feoffment thereof unto the said uses, as that the same might always be in all the committees, or in eight of them at the least: And forasmuch as by the inquisition it appeared that all, or the greater part of the said lands and premises were given and limited for the finding of a schoolmaster to teach grammar in the town of Bingley, and that there were no discretions given by any of the founders, either for the election of a schoolmaster, or for the ordering and government of the said schoolmaster and school, it was therefore decreed that the 13 committees, taking to them some two or more learned and sufficient teachers within the West Riding, should, so often as need should require, have power to elect, nominate, and place a fit and sufficient person to be schoolmaster of the said school, and such one only should be sufficient and fitting for the place as should be found, first, to be soundly and substantially instructed and grounded in the Christian Religion, and able and willing to instruct his scholars in the same, free from all points and tenets of Popery; secondly, of a virtuous and reformed course of conversation, no light or disordered person; and industrious and diligent in teaching, and moderate and discreet in his corrections; and that if after he should be placed in the said place and room of schoolmaster he should prove to be idle or negligent, or any ways unfit and unworthy of the place, then the 13 committees, together with two such preachers as aforesaid, assisting them, should have power to remove and put him out from the said place, and to choose another in his room; and that whatsoever the said 13 committees, or the greater number of them, together with the said two or more preachers should determine and do, either in the election or placing, or in the removing or displacing of the schoolmaster, should stand good and firm as if the same had been done with their unanimous consent and agreement: And it was further decreed, that the 13 committees, assisting themselves with two such preachers as aforesaid, should, for the better education, order and government of the said schoolmaster and scholars, cause and procure to be selected and gathered out of the laws of the school of Queen Elizabeth, at Wakefield, and of the school of Sedbergh, or any other schools where they should find any good laws established in that behalf, or such other directions as might best serve for the ordering and government of the said school of Bingley; which laws the said Commissioners appointed the said 13 committees to see duly performed and put in execution.

By Indenture of Feoffment, dated the 13th June 1671, Samuel Sunderland conveyed into Abraham Bynns and eight other trustees, amongst other premises thereby conveyed for the benefit of the vicar of Bingley for the time being, certain lands and hereditaments in Heaton, Wilsden, and Manningham, within the parish of Bradford, to the use of the said Samuel Sunderland for life, and after his decease as to the said hereditaments and premises aforesaid in Heaton and Wilsden, to the use of the master of the Free Grammar School of Bingley for the time being, provided and upon condition that the said master should pay out of the rents and profits thereof the yearly rent of 4*l.* unto the usher-master of the same school, such usher-master to be nominated and elected by the upper master, and by the said feoffees, or the major part of

Bingley.

The Grammar
School, &c.
continued.

Bingley.

The Grammar
School, &c.
continued.

them; and as to the said hereditaments and premises in Manningham to the use and behoof of the most indigent and necessitous poor people of and within the township of Bingley, the yearly rents and profits thereof to be distributed and paid unto them upon the feast-days of St. Thomas the Apostle, and the Nativity of St. John the Baptist, by equal portions, by the churchwardens and overseers of the poor within the township of Bingley, in the porch of the parish-church of Bingley; and it was directed that when the said nine feoffees should by death be reduced to four, they should within three months afterwards (taking the advice and assistance of the vicar or minister of the said parish-church for the time being) elect and appoint nine of the most able and discreet inhabitants within the parish of Bingley, and that the four surviving feoffees should afterwards, upon reasonable request and charges of the said vicar, schoolmaster, and churchwardens, convey the said premises to the use of the said new and surviving trustees upon the trusts aforesaid, and that the feoffees for the time being should take effectual care that the houses and buildings, and the fences of the lands, be kept in good and sufficient repair.

Since the decree of 1623 the committees for the time being (whose number however has not always been kept complete) have had the superintendence of the school, and the property mentioned in the Inquisition; and for a long time past the committees, or some of them, have also acted as the trustees of the estates settled by Samuel Sunderland. Those estates have been conveyed at different times to new trustees, the last conveyance being in 1815; but the legal interest in the different branches of property comprised in the inquisition has not been made the subject of conveyance to the successive committees, and it would now be extremely difficult, or perhaps impossible, to ascertain in what persons respectively such legal interest is vested.

The school is kept in a building which contains a large school-room, and two chambers, and the master occupies a dwelling-house and garden in Bingley belonging to the institution; and on behalf of the trustees, or with their sanction, he lets the other property mentioned in the inquisition and the deed of 1671, and he receives and retains the clear rents and profits thereof, except the sum of 12*l.* a year, which is appropriated to the poor in respect of Wooller's, and perhaps Broadley's Gifts mentioned in the Inquisition, and the rents of the property in Manningham (now 23*l.* a year) belonging to the poor under Sunderland's Charity. Regular accounts are kept by the master of his receipts, &c. and the accounts are submitted to the committees at their meetings held from time to time.

Particulars and Rental of Estates, October 9th 1826.

PROPERTY.	LETTING.	OCCUPIER.	RENT.
			£. s. d.
A house and barn, called Woodside, with 9 A. 0 R. 17 P. of land, situate in Micklethwaite - - - - -	Lease for 21 years, of which nearly two years are unexpired	Joseph Whitley - - -	30 - -
A house and barn, called Lady House, with 9 A. 2 R. 23 P. of land, situate in Micklethwaite - - - - -	From year to year -	Jane Hudson - - -	30 - -
Castle Fields, in Micklethwaite, near to Bingley, containing 9 A. 3 R. - - -	- - ditto - -	Edward Whitley, who requires a decrease of rent, having taken this farm when land let much higher - -	43 -
Binns Ing, in Micklethwaite, near to Bingley, containing 2 A. 3 R. 39 P. - - -	- - ditto - -	Mr. Thomas Cooper - -	8 8 -
Three fields near to the town of Bingley, lying together, and called Croft, containing - - - 0 A. 2 R. 0 P. Hanginghere 1 2 12 Louse pasture 1 0 20	- - ditto - -	Mrs. Whitaker, who has given notice to quit on the 2d February next - - -	11 -
Two closes, called Mastalls, near Bingley, containing together 4 A. 0 R. 27 P. - -	- - ditto - -	Thomas Farnell - - -	21 - -

PROPERTY.	LETTING.	OCCUPIER.	RENT.
			£. s. d.
One field, called Poticar Hills, near to Bingley, containing 1 A. 3 R. 31 P. - }	From year to year -	Thomas Farnell - - -	6 - -
One meadow at Dubb, in Micklethwaite, containing 1 A. 2 R. 30 P. - - - }	- - ditto - - -	Mrs. Whitaker, who has given notice to quit on 2d February next - - - }	16 16 -
One field near to Bingley, called Pinfold Acre, containing 1 A. 1 R. - - - }	- - ditto - - -	Mrs. Whitaker has given notice to quit - - - }	4 14 -
A house and garden in Bingley, called New Hall - - }	- - ditto - - -	Samuel Atkinson, jun. - -	14 - -
Two cottages adjoining - - -	- - ditto - - -	Abraham Nicholls - - -	10 - -
Another cottage adjoining - - -	- - ditto - - -	John Newton - - -	4 - -
A house at Beckstone, in Bingley, with a yard and out-buildings adjoining - - }	- - ditto - - -	John Wild - - -	14 - -
Sunderland's gift: A farm in Wilsden, in the parish of Bradford, consisting of house and barn, with perhaps about 16 acres of land - }	- - ditto - - -	John Pickles - - -	25 - -
Ditto: Lands in Wilsden aforesaid, containing about 10 acres - }	- - ditto - - -	Samuel Atkinson, sen. - -	10 - -
Ditto: Lands in Heaton, in the parish of Bradford - - }	A rentcharge - - -	Paid by Samuel Crabtree - -	4 - -
A house and garden in Bingley, called Rawson's House - }	From year to year -	John Butler - - -	7 - -
A cottage and small garden adjoining - - - }	- - ditto - - -	Robert Stephenson - - -	4 4 -
Sunderland's gift: A farm in Manningham, in the parish of Bradford, for the sole use of the poor of the township of Bingley - }	- - ditto - - -	Mrs. Anderton - - -	23 - -
A rentcharge on Currer's lands, in Marley, in the parish of Bingley - - - }	- - - - -	Paid by Robert Horner - -	- 13 4
Rentcharge on lands in Micklethwaite, called Cross Butts - - - }	- - - - -	Ditto by Joseph Longbottom - -	- 8 -
Rentcharge on West Riddlesdon, in Morton, in the parish of Bingley - - }	- - - - -	Ditto by Mr. Thomas Leach - -	- 6 8
Rentcharge on Greenhill, in Micklethwaite - - - }	- - - - -	Ditto by Mr. James Mar-gatroyd - - - }	- 1 4
Rentcharge on farm in Micklethwaite - - - }	- - - - -	Ditto by Mr. Rd. Hodgson - -	- 1 4
Rentcharge on farm in Micklethwaite, called Greenhill Gates - - - }	- - - - -	Ditto by Michael Booth - -	- 8 -
Rentcharge on Laythorpe, in Micklethwaite - - - }	- - - - -	Ditto - - ditto - - -	- 2 8
A rent for land taken from the school-estate, for the Leeds and Liverpool Canal - - }	- - - - -	Ditto by the proprietors of the canal - - - }	5 5 6
A small ing near to the lime-kilns in Bingley, containing 2 roods - - - }	- - ditto - - -	Thomas Collier - - -	1 11 6
			£. 295 4 4

Bingley.
The Grammar
School, &c.
continued.

Bingley.

The Grammar
School, &c.
continued.

The school is maintained and kept up as a grammar-school by the master and an usher. The usher does not receive the annuity of 4*l.* a year under Sunderland's Gift, but he has a salary from the master of 80*l.* a year.

The present master used to receive and educate boarders, but has lately discontinued so to do. In his time the school has been attended occasionally by between 20 and 30 free-scholars at a time, but there were 10 free-scholars only in the school at the time of this Inquiry. The boys are taught reading, writing, and accounts, at a moderate charge, and they are instructed in English, and in the principles of religion.

In or about the year 1815 an Information was filed in the Court of Chancery at the relation of some of the inhabitants of Bingley against the Rev. Dr. Hartley, the schoolmaster, and the committees, for the purpose of having the charity regulated, and several complaints and grievances alleged and suggested in the Information redressed. On the hearing of the cause on appeal before the Lord Chancellor in 1820, the subject-matters of the suit were discussed, and a judgment of great weight and importance, with reference both to this and other similar cases, and a decree, were given and pronounced by his Lordship; but as a full report of the proceedings in Court is in print, it is unnecessary, we think, to repeat the substance and result of them here.* It may be proper, however, to state that no proceedings were had under the reference to the Master of the Court of Chancery, made by the decree, and that the costs of the suit have been paid, and no further steps taken in it.

Wooller's Gift.—*William Wooller*, by his Will, dated the 25th March, 1597, gave 50*l.* for purchasing two closes near Bingley, to the end that the poor of Bingley might have their kine grassed in summer at half-rate, and he directed the money to be paid for the grassing, to go towards the maintenance of a school at Bingley, at the discretion of four of the honest men of the town.

It appears from the Indenture of the 13th June, 14th James I., mentioned in the Inquisition stated above, another deed dated the 5th April, 18th James I., and the copy of an Indenture of Lease, dated the 2d February 1653, remaining among the muniments in the possession of the committees, that the money bequeathed by William Wooller was laid out upon two closes, called Eight Acres and Rishforth Land, and that those closes were given in exchange to Abraham Bynnes for closes called the Moiety of the Stackflatt, Thompson Wife Ing, Burridge Close, Lightfoot Close, the Hanging Acre, and Mastall, which were conveyed to trustees upon the trusts of Wooller's will, as mentioned in the Inquisition; and that in February 1653 the then committees for the free grammar-school and poor of Bingley demised the said last-mentioned lands to Abraham Bynnes for 21 years, at the yearly rent of 20*l.* of which rent, as declared in the lease, one moiety was to be paid to a schoolmaster teaching grammar at Bingley, and the other moiety, 10*l.*, was to be paid and distributed on the 21st December to the poor of Bingley.

Part of the lands derived under Wooller's gift have long been let with other lands at no separate rent; but in the rental of the property, as stated above, Dr. Hartley has endeavoured to assign to the parcels of land derived under Wooller's gift what may fairly be considered their respective rents, and the aggregate rent of those parcels may be probably estimated at 80*l.* a year, or thereabouts.

On examination of the old account-books in the possession of the committees it appears that between the years 1692 and 1722 a sum of 10*l.* a year, or something less, was distributed, in respect of Wooller's charity, among poor persons of the parish of Bingley, in proportions which appear to be four sevenths to the poor of Bingley, two sevenths to the poor of Micklethwaite, and one seventh to the poor of Harden, but the precise annual sums distributed cannot be clearly discovered, in consequence of the books being partly defaced and worn out. After 1722, for a long time, the sum of 10*l.* a year appears to have been distributed among the poor, but for many years past 12*l.* a year has been the sum distributed; that sum, however, is probably made up of 10*l.* under Wooller's gift, and 2*l.* under Broadley's gift, mentioned in the Inquisition.

It appears to have been long considered by the committees and master of the school that Wooller's charity to the poor was a payment of fixed amount,
in

* See the Report in 2d Jacob and Walker's Reports, p. 358.

in the nature of a rentcharge, and, that subject to such payment, the rents and profits of the land devised under Wooller's donation belonged to the master. We have examined the documents in the hands of the committees for the purpose of discovering on what basis that conclusion rested, and we have found no ground except that of long usage to justify or support it. The commencement of the payment of a sum of 10*l.* a year for the poor is indeed satisfactorily accounted for by the lease of February 1653, but the same instrument expressly reserves that yearly sum for the use of the poor as a moiety of the rent of the lands acquired in the manner above mentioned, under Wooller's gift. It appears therefore to us that the practice of appropriating a fixed annual sum for the poor exists by mistake, and that it will be incumbent on the committees, when Dr. Hartley ceases to be master of the school, to rectify the mistake, and to appropriate for and distribute among the poor one half of the rent of Wooller's lands; but as Dr. Hartley accepted and has held his office of master of the school under the notion that he was entitled to the whole of the rents, subject only to such payments as are above mentioned, and has made a large expenditure in improvements of the school-property, without knowing that any doubt existed on the subject of such his presumed rights, we apprehend that he would not in a court of equity be considered liable to be disturbed, while he holds the office of schoolmaster, in the enjoyment of those emoluments which he has been used to receive and now receives. *

Sunderland's Charity.—An account is given above of the foundation of this charity. The rent of the land and premises in Manningham, now 23*l.* a year, being the fair annual value, is distributed among poor persons by the vicar, churchwardens, and parish-clerk, together with the annual sum of 12*l.* paid in respect of Wooller's, or Wooller's and Broadley's gift.

SMITH'S GIFT.

The sum of 100*l.* given for the poor of the township of Bingley by *Mercy Smith* is secured upon the tolls of the turnpike-road from Bradford to Keighley; and the interest thereof, 5*l.* a year, is distributed in the same manner as Sunderland's charity.

Bingley.
—
The Grammar
School, &c.
continued.

NEVILL'S GIFT.

The yearly sum of 15*s.* charged on the corn-mills at Leeds, the property of Mr. Edward Hudson, is given in bread to poor persons of the parish of Bingley on the 18th of May, according to the intention of the Rev. Mr. *Nevill*, the donor.

Smith's Gift.

RHODES'S CHARITY.

Mrs. *Sarah Rhodes* appropriated five cottages at Priesthorpe, in the parish of Bingley, for the residence of five poor widows, and in 1784 endowed them with the yearly sum of 3*l.* for each widow.

The sum of 15*l.* a year is paid to the widows as a charge upon an estate called the Vicarage, near Bingley, which belonged to Mrs. Rhodes, and of which one moiety now belongs to her grand-daughter, Mrs. Wilson, of Dallam Tower, in the county of Westmorland. The widows are placed in the almshouse and their stipends are paid by Edward Ferrand, esquire, of St. Ives, near Bingley, by the direction and on behalf of Mrs. Wilson.

Nevill's Gift.

BUSFIELD'S CHARITY.

Thomas Busfield, esquire, by his Will, in 1767, gave 800*l.* for providing clothes yearly for the poor of the parish of Bingley, and the charity was confirmed by his niece the late Mrs. Jane Stansfield, by deed, dated the 9th November 1790, by which trustees were appointed, of whom William Busfield, esquire, of Upwood, and Joshua Crompton, esquire, of Esholt Hall, are the survivors.

The sum of 550*l.*, part of the fund, is secured on the tolls of the turnpike-road through Bingley; the sum of 100*l.* has been advanced on loan to the parish of Bingley, and the interest is paid out of the poor's rates; and the remainder,

Rhodes's Charity.

* This opinion is sanctioned by what has recently occurred in the Court of Chancery in the case of the school and almshouses at Tadcaster.

Bingley.
 Busfield's Charity,
 continued.

150*l.*, which was for some time placed out at interest, has been paid back, and remains in the hands of Mr. Crompton, at interest of five per cent.

The interest of the charity-fund is laid out by or under the authority of Mr. Crompton, in providing clothes for poor people, the course of distribution being as follows ; 32 shifts yearly to women above the age of 60 years ; 32 gowns once in two years to the same women ; and 28 suits of clothes once in two years to poor men above 60 years of age.

CULLINGWORTH SCHOOL.

Cullingworth
 School.

A school was established in the village of Cullingworth and a school-room built upon the waste by subscription of the inhabitants about 50 years ago ; and about 15 years afterwards a piece of ground, part of the waste, was taken and appropriated, with the consent of the lord of the manor and the freeholders, for the support of the school, and the same has since, on the inclosure, been awarded for that purpose.

The school is under the direction of trustees, chosen from among the freeholders of the manor, and the land is let to George Townsend, as yearly tenant, at 10*l.* a year, the full annual value.

The rent, subject to occasional small deductions for repairs, is paid to the master of the school. The schoolmaster is not required to teach free-scholars, but he instructs the children of the inhabitants, having at present about 35 scholars, in reading, writing, and arithmetic.

LOST CHARITIES.

Lost Charities.

Mention is made in the Returns of Charitable Donations made to Parliament in 1786 of a sum of 12*s.* a year, given by *Grace Keighley*, and paid by John Ryshworth, for poor widows and others of Morton and Micklethwaite ; and it appears by a deed, dated the 24th February 1633, that *Isabella Hall*, gave 10*l.*, in the hands of Matthew Rawson, for the payment of 10*s.* a year to poor people in Micklethwaite, and other villages in the parish of Bingley ; but these payments are not now made, and no further account can be obtained of the charities.

PARISH OF THORNER.

THE SCHOOL.

Thorner.
 The School.

By Indenture of Feoffment, of the 13th January 1787, reciting that the inhabitants of the township of Thorner had, with the consent of the freeholders of the manor, erected a dwelling-house, with out-buildings and a school, upon a parcel of waste ground within the manor, and inclosed a piece of waste ground from a common called Whinn Moor, containing about 12 acres, for the support and advantage of the school ; and in order to secure the title in possession of the dwelling-house, school, and piece of ground, (the waste or common belonging to John Earl of Mexborough,) had applied to him to grant the same to trustees, which the Earl had agreed to do ; It is witnessed, that in pursuance of such agreement, and in consideration of the reserved rent therein mentioned, the said Earl of Mexborough, with the consent and approbation of the freeholders of the manor, parties thereto, enfeoffed and conveyed, and the said freeholders granted and confirmed, unto E. Carne and three other trustees, and their heirs, the said dwelling-house, with the out-buildings and appurtenances, and the said school-house, and close of 12 acres, or thereabouts, upon trust, as declared by a deed-poll of even date therewith, that the dwelling and school-house should be enjoyed by the person who should be appointed schoolmaster, for the better instruction of six poor children of the township of Thorner, under the directions and appointment of the trustees, and their successors, and that the close should be held and enjoyed by such person or persons, and at such yearly rent as the trustees should from time to time agree upon and think proper, for the benefit and support of the school ; and it was declared that the master of the school should be chosen by the trustees for the time being, who should have power to dismiss him at pleasure, and elect another in his place as often as they should think proper, and might also make such orders and rules as they should from time to time think requisite for the better regulation of the school,
 and

and execution of the trusts thereof; and that on the death or resignation of one or more of the trustees the survivors should elect such others of reputation, resident in the township of Thorner, as they should think proper, to supply the vacancies, and fill up the same to the number of four, including the surviving trustees, and should surrender and transfer the trust-premises so as to vest the same in the four trustees.

The school-premises and estate were conveyed in 1823 to new trustees, being, with the exception of one of them, who is the Earl of Mexborough's steward, inhabitants of Thorner; and three of the trustees, are now living.

The land, which is in two closes, is held by the Rev. Mr. Carr, the present master, under a lease granted by the trustees in 1816, for a term of 21 years, from the 2d of February in that year, at the annual rent of 15*l.* 10*s.*, which was less by 4*l.* 10*s.*, or thereabouts, than the annual value at the time, but the lease was granted, and the land let on moderate terms by way of indemnifying the master for taking on him the payment of a debt incurred some time before, in enlarging and improving the school-premises.

Mr. Carr was appointed master of the school in 1787, and for several years conducted it himself, but latterly he has employed an assistant or deputy to do so, his own retirement from the duty of personally keeping the school, being sanctioned by the trustees. The state of the school, however, and the affairs of the charity were involved in some confusion at the time of this Inquiry, in consequence of disputes existing between Mr. Carr and the person appointed by him in 1811 to act as his deputy or assistant; the latter having been discharged, but retaining possession of the school-house and premises, and insisting that he was actual master, and entitled to the whole of the income of the school-property, by virtue of an agreement between him and Mr. Carr on his engagement in 1811, and of a subsequent appointment of him as master by the trustees, although the office had not at the time of such appointment been resigned by Mr. Carr.

We investigated the circumstances which had led to this dispute, but it has become unnecessary to detail them, as the person above alluded to afterwards agreed, on certain conditions, to give up possession of the school-premises, and is since dead.

It appears to us that the demise of the school-property for 21 years to the master was an improper and improvident transaction, being an uncertain mode of liquidating the master's claim, and having a tendency to deprive the trustees of the control over the master, which they ought to possess.

POORS' ESTATE.

A house, garth, and about nine acres of land, in the township of Thorner, given, as supposed, by one *Matthew Dodgson*, for relief of the poor in the townships of Thorner, Shadwell and Scarcroft, is under the management of the vicar and certain trustees for the different townships, and is let to two persons as yearly tenants, at rents amounting together to 24*l.* 7*s.*, being the full annual value, and the rents are distributed annually, one moiety among poor persons of Thorner, and the other moiety among poor persons of Shadwell and Scarcroft; a preference being given to such as receive no assistance from the parish.

DOLES.

Matthew Blackburne, in 1706, devised a rentcharge of 12*s.* a year, for the poor of the township of Thorner, out of land at Thorner, now the property of — Tennant, esq., and the money is distributed yearly, on Good-Friday, by the occupiers of the land, among poor persons.

The sum of 10*l.*, which was given for the poor by a person named *Cryer*, was in the year 1786 in the hands of Marmaduke Pawson; and there appears to have been given among the poor, by his decendant John Pawson, on account of this charity, a quantity of beef or coals, from time to time, and the custom was continued by him until a short time before his death, which happened in 1824. We have recommended that application be made by the parish-officers to the representatives of John Pawson, in order that the charity may be continued, or an acknowledgment given for the sum of 10*l.*

Thorner.

The School,
continued.

Poors Estate.

Doles.

LADY BETTY HASTINGS'S CHARITY.

Thorner.
 Lady Betty
 Hastings's Charity.

The sum of 40s. a year is paid by the trustees of *Lady Betty Hastings's* Charities, to find bread and wine at the monthly Sacrament in this parish, the overplus, if any, to be given to the poor, and the money is applied accordingly.

TOWNSHIP OF SCARCROFT.

DOLE.

Scarcroft.
 Dole.

The yearly sum of 15s. is payable by Mr. William Hardcastle, in respect of six acres of land in Scarcroft, his property; 14s. 6d. of the money to the use of the poor of Scarcroft, and 6d. to the lord of the manor. The same sum appears to have been paid by former owners of the land for many years past, but of the origin of the payment no particulars are at present known.

The money is regularly received and applied, the portion thereof belonging to the poor being distributed by the overseer.

WAPENTAKE OF STAINCROSS.

PARISH OF CAWTHORNE.

THE SCHOOL.

Cawthorne.
 The School.

By a Decree made in the Court of Revenue of the Duchy of Lancaster, bearing date the 25th day of June 1639, it was ordered and decreed, that a free grammar-school should be settled, and from time to time continued at Cawthorne, in the county of York, and that the sum of 5*l.* 4s. should be from time to time yearly paid by the receiver of the honour of Pontefract, unto the schoolmaster of Cawthorne for the time being, out of the revenue of the duchy, and that the schoolmaster should from time to time be nominated, elected and chosen by the right honourable the Chancellor of the court, and that the inhabitants of the town of Cawthorne should from time to time satisfy and pay unto the schoolmaster of the school of Cawthorne for the time being, the sum of 8*l.* 2s. 8d. for his better maintenance and encouragement, and that the inhabitants of Cawthorne should at their own costs and charges keep and maintain a convenient school-house, with all necessary reparations.

Under the above endowment the master of Cawthorne school receives 4*l.* 14s. 6d. a year from the receiver of the duchy-rents of the honour of Pontefract, being the amount of the stipend of 5*l.* 4s. after deducting the usual charges for a debenture, &c. It does not appear that any additional sum has been usually paid by the inhabitants to the schoolmaster as directed by the decree, but on the appointment of the present master it was resolved by the parishioners in vestry that 5*l.* 5s. 6d. a year should be paid to him out of the church-rates, in addition to the duchy-money, and that sum has accordingly ever since been paid to him, with an understanding that he should teach six poor children to read; and he has also had the use of a dwelling-house rent-free, which was appropriated for his residence by the parishioners on his appointment.

The school is kept in a school-house standing partly in the church-yard, which is maintained and repaired by the inhabitants, and is used also for their public meetings. It contains a school-room and an upper chamber, the latter of which has occasionally been employed for a Sunday-school, and is now used for keeping a subscription library.

The master teaches six poor children as free-scholars to read, and instructs other children paid for by their parents, in reading, writing and accounts.

It does not appear that the school has been for many years past, if it ever was, maintained as a grammar-school, or that the masters appointed have been qualified to keep a school of that sort, which may perhaps be sufficiently accounted for by the smallness of the provision for the master.

PARISH OF DARTON.

TOWNSHIP OF DARTON.

GEORGE BEAUMONT'S CHARITY.

By Indenture, dated the 28th August, 27th Charles II., reciting that *George Beaumont*, by Will, dated 24th July 1668, bequeathed 500*l.* to be let out at interest, or laid out in lands towards the paying of a good schoolmaster who should teach the children of the inhabitants of the parish of Darton free, and without demanding any thing for their learning, and the school to be kept at Darton; and that his brother William Beaumont, and his heirs, should have the ordering and disposing of the rents for the said school, and sole power to choose a schoolmaster as he might judge fit, as also to continue him in his place, or depose him in case of miscarriage; and likewise gave 500*l.* to be laid out in lands, and the interest or rent thereof to be distributed, two thirds to godly ministers wanting maintenance, and the other third to be divided into three, and two thirds thereof to be yearly distributed among the poor of the parish of Darton, and the other third amongst the poor of the township of Overflockton; and if such godly ministers should be restored to benefices, or have a sufficient maintenance, then the whole rent of the last-mentioned legacy to be for the good of the poor, the poor of Darton parish to have two thirds, and the poor of Overflockton township one third, all which was left to the management of the said William Beaumont; and further reciting, that the said William Beaumont, by indenture, dated the day before the date thereof, had demised unto Josias Wodsworth and five others, a parcel of land of one rood, and a school-house standing thereon in Darton, and a messuage at Keresforth Hill, in the township of Barnsley, with the buildings and appurtenances, and the closes of land therein mentioned, and the lands in the Hall Field and other lands therein mentioned, belonging to the said messuage, of the yearly rent of 45*l.*; and also all the closes of land occupied with the messuage or farm called Pogmoor Farm, within the territories of Barnsley and Dodworth, called by the names therein mentioned, of the yearly rent of 5*l.* 5*s.* all which were then lately purchased by the said William Beaumont with 1,000*l.* in order to settle the same for the performance of the said will, to hold for the term of one year; It is witnessed, that the said William Beaumont thereby released the said premises to the said trustees, their heirs, &c.; and it was thereby declared, that the said premises were thereby settled, in trust, that the rents and profits should be disposed of for performance of the trusts of the said will; and it was declared, that the said William Beaumont having taken the half of the profits of the premises amounting to 110*l.* 5*s.* and employed the same in building a school in the parish of Darton, with the consent of the schoolmaster, that he should be discharged of the said moiety of the profits, and that it should be lawful for him to receive two thirds of the other moiety of the profits, to dispose thereof to ministers according to the intention of the will, as he should think meet; and that he and his heirs should have the appointment of the schoolmaster, and power to remove, and alter, and new choose and appoint, at his and their will and pleasure; and that when any two of the trustees should die, the survivors should convey the premises, so that the estate in law thereof might continue in six or more persons, in trust, for the performance of the said will; and that it should be lawful for the said William Beaumont to receive the rents during his life, and to dispose thereof according to the intentions of the will.

The charity-estate consists of a house, barn, stable, and land at Keresforth Hill near Barnsley, let to Edward Ridsdale, as yearly tenant, at 196*l.* a year, and land at Pogmoor near the former estate, in the occupation of William Rich, as yearly tenant, at 40*l.* a year. By a survey made of the estates in 1792 they contain altogether, including the site of buildings, 127*A.* 3*R.* 37*P.* The tenants pay one half of the rate now levied for rebuilding the church at Barnsley, the other half being deducted from the rents. The lands appear to be let at their full annual value.

The present trustees of the estates, to whom they were conveyed in November 1821, are Godfrey W. Wentworth, esq., the Rev. Robert Wilkinson, Samuel Thorp, Thomas Wentworth Beaumont, and John Spencer Stanhope, esquires, and the Rev. Charles Bird.

Darton.
 ———
 George Beaumont's
 Charity.

Darton.
 George Beaumont's
 Charity,
continued.

The estates are let, and the rents received by the master of the school at Darton under the sanction of the trustees.

The master retains one half of the yearly rents, and the remainder is distributed, two thirds of it among poor people of Darton not receiving parochial relief, or paupers who are in sickness, by the parish-officers and some of the principal inhabitants, the other third among poor people of Overflockton by the overseers of the poor.

The schoolmaster resides in a school-house at Darton belonging to the charity, which was rebuilt in or about the year 1800 at the expense of 168*l.* 6*s.* 7*d.*, part of which was a moiety of money arising from the sale of timber on the estate, and the remainder was the master's share of the rents, which accrued during a vacancy of the mastership; and the school-room has been lately repaired by means of a subscription.

The school is conducted as an English free-school for instruction of all the children of the inhabitants of the parish in reading, writing and accounts; but it is required as a qualification for their admission that they should be able to read the New Testament. The number of scholars who attend is represented to be on an average about 60, but it is less during harvest-time.

The institution does not appear to have been intended for a grammar-school to instruct boys in Latin and Greek; nor, considering the amount of the emolument, does it appear to us that it could have been intended that the master should be a person who would teach the alphabet or reading in its lowest branches. The qualification insisted on with respect to the admission of children is not therefore, we think, to be considered an improper one.

A conveyance was made of the charity-estate to trustees in 1712, and the rents were then, or soon afterwards, 45*l.* 5*s.* a year, but though they were afterwards greatly advanced, it appears that ——— Beaumont, esq., the then heir of William Beaumont, for a long time before his death, which happened in 1785, treated the estate as his own, paying for the support of the school and other charities the sum of 45*l.* a year only. Soon after Mr. Beaumont's death meetings of several of the principal inhabitants and proprietors in Darton and Overflockton were assembled, to consider what steps should be taken for restoring the charity to its proper foundation; and at a meeting held in November 1786 it was considered, under all the circumstances, most advisable, and it was agreed between the persons assembled, and Colonel Beaumont, the son of the said Mr. Beaumont, that all rents paid before the death of Mr. Beaumont should be given up; that an amicable suit should be instituted in the Court of Chancery for the appointment of new trustees, of which half of the expenses should be paid by Colonel Beaumont; and that in future the charity-estates should be applied according to the founder's intention. This agreement was accordingly carried into effect, and an account was ultimately taken, and settled in 1791, with the new-appointed trustees, by which it appears that the rents received after the death of Mr. Beaumont were applied partly in discharge of one moiety of the costs and expenses attending the suit in Chancery, and the surplus was divided among the objects of the charity in the proportions mentioned in the will.

THOMAS BEAUMONT'S CHARITY.

T. Beaumont's
 Charity.

Thomas Beaumont, by Will, dated 3rd September 1728, bequeathed 100*l.* to be placed out at interest, or bestowed in lands by his executor, and the interest and proceeds thereof to be paid and distributed amongst such persons inhabiting within the constabulary of Darton as should be thought most needful, being such poor persons as should have legal settlements in the said constabulary, and not such poor as inhabit and come in by certificates; and his will was that the said charity-money should be managed to its proper use by his nephew George Beaumont during his life, and after his decease by the heir or heirs of his, the testator's family of the Beaumonts of Darton for ever.

The legacy of 100*l.* remains in the hands of Thomas Richard Beaumont, esq. at interest of 4*l.* 12*s.* a year, and the interest is paid by his steward to the overseers of the poor of Darton, and is distributed yearly with the other charity among poor people of the township.

TOWNSHIP OF KEXBOROUGH.

THE ALMSHOUSES.

Two cottages in Kexborough, built with 50*l.* given by *Robert Thickett* in or about the year 1771 for building almshouses for poor people, are occupied by two poor families, placed there by the principal inhabitants, and are kept in repair at the expense of the township.

Kexborough.
—
The Almshouses.

THE SCHOOL.

John Sylvester, esq., by whom the school-house at Kexborough was erected, by his Will, dated 25th January 1719, gave 5*l.* a year for the support of the master, payable out of his estate at Birthwaite, now the property of Colonel Beaumont.

The School.

The master of the school receives the stipend, and teaches such poor children as are sent him under the direction of the principal inhabitants, not exceeding the number of eight, to read and write.

HIGSON'S GIFT.

John Higson, by Will, dated the 13th October 1814, directed his executor to pay to certain trustees for the township of Kexborough, to be appointed as thereafter mentioned, 200 *l.*, upon trust, that they should place the same out at interest, on mortgage, and apply the interest for the instruction of poor children at the town-school at Kexborough, in reading, writing, arithmetic, the English grammar, and the principles of the christian religion, as taught by the Church of England; and his will was that the children of poor and industrious persons who should be resident in the township, and have gained a legal settlement there, or have died there, should be preferred to others, the number of children to be at the discretion of the trustees, who should also have the nomination of them; and he directed his executors to pay to the trustees 50*l.*, upon trust, to place out the same at interest, upon mortgage, and apply the interest thereof annually, as a dole to poor widows, and poor families resident in the township of Kexborough, that should have gained a legal settlement there, and not receive weekly relief out of the poor-rates; and he directed his executors to appoint for trustees three respectable farmers of Kexborough; and that a deed of trust should be prepared, with the usual clause for enabling the survivors and survivor of such trustees, and the executors and administrators of the surviving trustee, to appoint new trustees, when by the death or resignation of any one or more it should be requisite; and he earnestly recommended the surviving trustees to appoint another, when one of them should die or resign.

Higson's Gift.

The trustees appointed in pursuance of the will are Mr. John Gill, Mr. William Johnson, and Mr. Richard Jackson.

The sum of 250*l.* given by the will remains in the hands of Mr. Birks, of Hemingfield, solicitor, one of the executors, and he pays as interest 8*l.* a year to the schoolmaster of Kexborough, and 2*l.* a year to the overseers to be distributed among the poor.

The schoolmaster teaches as many poor children as are sent by the trustees to read and write, the number sent being 10, or thereabouts; and the sum of 2*l.* a year is distributed by the overseers among poor persons of the township.

DOLE.

The sum of 13*s.* 4*d.* a year is paid as an ancient customary payment out of the Birthwaite estate to the overseer of the poor of Kexborough, and is distributed among poor persons.

Dole.

TOWNSHIP OF BARUGH.

THE ALMSHOUSES.

There are two cottages in Barugh which are appropriated for and occupied as almshouses by two poor widows, and an annual stipend of seven guineas is paid to each of the widows, by ———— *Micklethwait*, esq., of Park House, near Barnsley.

Barugh.
—
The Almshouses.

There is a tradition that the cottages were built by one of two maiden sisters named Barber, and that land was given by the other of them, for the support

Barugh.
The Almshouses,
continued.

support of the almswomen; and an opinion prevails that the widows are entitled by virtue of the endowment to the rents and profits of a close in Ardsley, near Barnsley, called the Pond Close, containing 14A. 2R. 32P. and worth about 2*l.* an acre per annum; and another close of 2A. 2R. 34P., formerly part of Ardsley Common, which was awarded on an inclosure in 1763, to John Barber, his heirs and assigns, and which is of the yearly value of 1*l.* 10*s.* an acre, or thereabouts. These closes were formerly in the possession of Mr. Thomas Taylor, and afterwards of Mr. Benjamin Taylor, his brother, who died within the last two years, and on the death of the latter they devolved upon Mr. Micklethwait, as his heir or devisee. The almswomen were appointed, and their stipends were paid by or on behalf of Mr. Thomas Taylor and Mr. Benjamin Taylor, when respectively in possession of the closes, and the cottages were also kept in repair by them.

It appears from the Returns of Charitable Donations, made to Parliament in 1786, that the stipends then paid to the almswomen were 4*l.* 10*s.* a-piece only, though, as is suggested in the Returns, the closes were then worth nearly 20*l.* a year. The stipends were advanced several years ago, but at what precise time is unknown, to 14 guineas a year, the present amount.

The circumstance of the increase of the stipends adds considerable probability to the supposition that land, and not merely a fixed annual payment, was given or intended to be given for the support of the almswomen; but we are unable to discover whether the allowance was increased in satisfaction of a demand, as a matter of right, or from a voluntary motive of charity; and as it does not appear that the rents have ever been specifically paid to the almswomen, and no deeds or writings relating to the charity can be found, and it is unknown that any ever existed, it appears to us that there are not sufficient grounds to support a claim on behalf of the charity to the possession of the land in a Court of Equity.

Mr. Micklethwait professes his willingness to continue the payment to the almswomen which his predecessors in estate thought it right to make.

THE TOWNSHIP SCHOOL.

The Township
School.

A school for small children is kept in a room belonging to the township by a schoolmistress. The mistress receives a stipend of 2*l.* a year from Colonel Beaumont, but on what account it is paid we have not discovered; she also receives 2*l.* a year as a voluntary payment from Thomas Walker, esquire, lord of the manor of Barugh, and she occupies as a garden an allotment of five perches, which was awarded on the inclosure to Mr. Walker, being awarded in respect of his property, as alleged by his steward, but which, as suggested by some, ought to have been awarded in respect of the school-house.

PARISH OF FELKIRK.

DOLES FOR THE POOR OF THE PARISH.

Felkirk.
Doles for the Poor
of the Parish.

1. The sum of 100*l.* was left by a Mr. *Berry* to Sir Richard Osbaldeston and John Wheatley, as trustees, the profits of 20*l.* thereof towards maintaining a clock in Felkirk, and the profits of 80*l.* for the use of the poor, to be distributed yearly.

The interest of this benefaction, 5*l.* a year, is paid by Humphrey Osbaldeston, of Hunmanby, esq.

2. *John Skirrous*, and *Alice Grant*, gave 20*s.* a year, to be distributed to the poor, which is paid out of lands in Ryhill, now in the occupation of John Bentliff.

3. *Anthony Jenkinson* left 10*s.* per annum, to be distributed to the poor, which is paid out of lands in Shafton, occupied by John Woffindale.

4. *Richard*, *Robert*, and *George Green*, gave 20*s.* a year to the poor, now paid out of the White Close, in Brierley, in the occupation of John Battison.

5. *Joseph Walker* left 5*s.* a year, to be distributed to the poor, which is paid out of lands in Hodroyd, the property of Lord Viscount Galway.

6. *George Green* left 20*s.* a year to the poor, to be paid out an estate given by him to Edmund Lindley. This dole is paid by John Hoyland, esq. of Brierley.

7. *William Cawthorn* left 10*s.* a year to the poor, which is paid out of Fidling's House, in Brierley, in the occupation of John Battison.

S. Edward

8. *Edward Lambert* left 5*l.*; *Mrs. Kent*, 20*l.*; *Jonathan Green*, 10*l.*; and *Joshua Gill*, 5*l.*, for the poor of this parish. The interest of these four benefactions, 3*l.* 4*s.* a year, is paid as a charge on lands in Little Houghton, by Lord Viscount Galway.

The above doles are properly distributed among poor persons of the several townships in the parish by the overseers.

Felkirk.

Doles for the Poor
of the Parish,
continued.

CHARITY STOCK.

David Atkinson, by Will, dated 17th September 1689, devised a parcel of land in Pudsey to the churchwardens and overseers of Felkirk; and he directed 10*s.* a year to be given in bread to poor mens children, saying their Catechism, the six Sundays in Lent, and the remainder of the profits of the lands to be applied to the schooling poor children of the parish.

Charity Stock.

The land appears to have been sold soon after the testator's death for 110*l.*

Joseph Wells, by Will, dated 7th June 1749, left 100*l.*, to be placed out at interest by the vicar and churchwardens, the interest to be applied in putting out apprentice, yearly, a poor boy from each of the four townships of the parish in turn.

Ann Methley, gave 5*l.* for the poor of this parish.

The above sums, with a donation of 5*l.* 5*s.* 10*d.* given by *Timothy Lee*, D. D. vicar of Felkirk, to complete the purchase of a sufficient quantity of stock to produce an annual dividend of 7*l.* a year, were laid out in 1768 in the purchase of 233*l.* 6*s.* 8*d.* three per cent consols, now standing in the names of trustees.

The dividends are yearly applied as follows :

	£.	s.	d.
In putting out an apprentice - - - - -	3	10	-
For teaching poor children by schoolmistresses in the four townships, 12 <i>s.</i> 6 <i>d.</i> each - - - - -	2	10	-
Distributed among the poor - - - - -	-	10	-
To the poor children saying their Catechism at Lent, in bread - -	-	10	-
	£.	7	- -

THE SCHOOL.

The endowment of the school, which is kept in a room in the church-yard, consists of the yearly sum of 6*l.*, paid out of an estate at Worsbrough, the property of F. T. Wentworth Vernon, esq., and the yearly sum of 10*l.* 17*s.* 4*d.*, paid by Lord Viscount Galway, lord of the manor of Havercroft, in the parish of Felkirk.

The School.

The master of the school is appointed by Lord Galway, usually on the recommendation of the parishioners, and he instructs all the children sent to the school from the township of Havercroft, as free-scholars, in reading, writing, and arithmetic, and teaches children of other persons as pay-scholars.

With respect to the payment of 6*l.* a year out of the estate at Worsbrough, we find that *Prudence Berry*, widow, by her Will, made in execution of a power contained in a deed of settlement, dated the 17th April 1637, appointed 100*l.* to be paid to trustees, upon trust, that they should pay 6*l.* 13*s.* 4*d.* a year towards the maintenance of a schoolmaster to teach a school at Felkirk, at which all the children living in Havercroft should be freely instructed; and that by a Decree of Commissioners of Charitable Uses, dated the 23d May 1687, it was decreed that certain lands at Worsbrough and Worsbrough Dale should stand charged with the payment of 174*l.*, found due for arrears of the said yearly sum of 6*l.* 13*s.* 4*d.*, and also with the sum of 145*l.*, being the interest and profits of the said yearly payment for the time the same had been withheld; and also with the yearly payment of 6*l.*, being the lawful interest of the said sum of 100*l.* given by the said *Prudence Berry* as aforesaid, till the said sum of 100*l.* should be paid to the minister and churchwardens of Felkirk, and other persons therein named as trustees for the school; and that after payment of the said several sums the same should be laid out in lands, or put out at interest for the support of the schoolmaster; and that the said sums of 174*l.* and 145*l.* should be paid by Sir Samuel Dashwood therein mentioned; and that the said Sir Samuel Dashwood and others therein named, their heirs or assigns, or the persons in receipt of the rents and profits of the said lands, should pay the said sum of 100*l.*, or the said yearly sum of 6*l.*, for the use of the schoolmaster at Felkirk;

Felkirk.

The School,
continued.

and that the minister and churchwardens, and three persons therein named, and their heirs, should be trustees for disposing thereof; and that the schoolmaster for the time being, who should receive the benefit of the gift, should instruct all the children living in Havercroft, without taking any wages for so doing; and that the lord of the manor of Havercroft should from time to time elect the schoolmaster.

As to the payment of 10*l.* 17*s.* 4*d.* a year, by Lord Galway, no account can be given of its origin unless it can be ascribed to the order contained in the above-mentioned decree touching the payment of the two sums of 174*l.* and 145*l.*, respecting which sums, or the disposition thereof, no further information can now be obtained.

PARISH OF HIGH HOYLAND.

TOWNSHIP OF WEST CLAYTON.

POORS LAND.

High Hoyland.

Poors Land.

The rents of a close in West Clayton, formerly purchased with money given for or belonging to the poor, containing 1*A.* 3*R.*, and now let at 6*l.* a year, and of an allotment of 38 perches on Skelmanthorpe Moor, now let at 10*s.* a year (the above rents being the fair annual value) are distributed by the churchwardens and overseers yearly, on the Saturday before Old Midsummer-day, among poor persons of the township of West Clayton, with a preference to poor widows and others not receiving parochial relief.

TURTON'S GIFT.

Turton's Gift.

William Turton, by Will, dated 10th August 1559, gave to Ralph Clayton and his heirs, a messuage, lands and tenements in Bagdon and Denby, and one half of the personal profits of the spring-woods growing upon the same, and upon certain grounds by the said will devised to William West, yielding and paying therefore, every year, 12 strikes of rye, to be distributed in Passion Week amongst the poor of Denby and Clayton.

For the last 20 years an equivalent sum of money has been rendered in lieu of the six strikes of rye, by the tenants of certain farms in Bagden and Denby on account of this charity, and the portion received for poor persons of West Clayton, (which last year was 16*s.*) is distributed among poor widows of the township by the churchwardens and overseers.

POORS MONEY.

Poors Money.

The sum of 40*l.* a benefaction-fund belonging to the poor of West Clayton, was formerly placed in the hands of Richard Greaves, of Clayton Hall, esquire, deceased, at interest of four per cent., and the interest is now paid by John Moor, of Woolley, esquire, one of his executors, and husband of one of his daughters, and the money is distributed annually with the rent of the poors land. It would be proper that some security or acknowledgment in writing should be given for the fund.

HAMLET OF SKELMANTHORPE.

ALLOTMENT.

Skelmanthorpe.

Allotment.

Under an Act passed in 1800 for inclosing the commons, &c. in the township of Cumberworth, seven acres of land were awarded to the churchwardens and overseers of Skelmanthorpe, in trust, to pay, out of the rents and profits thereof, 6*l.* yearly, to the schoolmaster of Skelmanthorpe, chosen by the majority of the freeholders residing within the manor, and approved by the Archbishop of York, and to distribute the remainder of the rents among the poor of Skelmanthorpe not receiving any relief or town-pay, on St. Thomas's-day, as to the churchwardens, overseers, and constable of Skelmanthorpe, should seem meet.

The allotment is let from time to time by public bidding, and the rent which at present is 10*l.* 10*s.*, is applied in the manner directed, the master of the township-school, who receives the 6*l.*, teaching on that account six poor children as free-scholars to read and write.

THE FRITH DOLE.

The yearly sum of 10s., being an ancient payment for the poor out of land called the Long Thorpe, in the parish of Emley, belonging to Mr. *John Frith*, and occupied by Jonathan Moorhouse, is paid on St. Thomas's-day, and given among poor people, with the surplus-rent of the allotment.

Skelmanthorpe.

The Frith Dole.

PARISH OF PENISTONE.

THE FREE GRAMMAR SCHOOL.

It appears by a Decree made under a Commission of Charitable Uses in the 1st year of James I., that several messuages, lands, and yearly rentcharges, had been anciently settled and given for the maintenance of the free grammar-school in Penistone, and the same were thereby adjudged of right to belong and appertain to the school; and by the decree under another Commission of Charitable Uses, dated the 22d March 1676, reciting that the messuages, lands, and tenements belonging to the school, for want of persons authorized to set and dispose the same, were set at undervalue, and the rents and profits were withdrawn from the schoolmaster, the commissioners appointed Godfrey Bosville, esq. and seven other persons of Penistone, and the vicar for the time being, to be feoffees for the said charitable use, and have power to let the said messuages, lands, and tenements, and receive the rents and profits thereof for the use aforesaid, and whatever else belongs to the said school, to act and do.

Penistone.

The Free Grammar
School.

Subsequent appointments of new trustees took place in 1724, 1748, 1783, and 1807, and by deeds dated the 1st and 2d January in the last-mentioned year, the school-estates were conveyed to 10 trustees, including the vicar of Penistone, of which trustees there are five or six now living.

The feoffees named in the decree of 1676 were chosen by the inhabitants of the parish, to whom it was left to recommend proper persons as feoffees, but they received their appointment by virtue of the decree alone. The subsequent conveyances to trustees contain no provision for the appointment of new or succeeding trustees; but the power of choosing new trustees, and appointing the schoolmaster, has on all occasions, so far as can be discovered, been executed by the trustees for the time being.

It appears from a valuation of the revenues of Penistone free-school, made by certain parishioners in 1670, and approved by the feoffees appointed under the decree, the 8th May 1678, that the possessions of the school consisted of several messuages, closes, and dispersed lands in open fields in Peniston and Denby, then of the value of 12*l.* 10*s.* 10*d.* per annum, and of several rentcharges out of land, amounting, as then received, to 6*l.* 4*s.* 4*d.* per annum.

Some exchanges of lands for other lands of equal value have since, at different times, been made; and in its present state, the school-property consists of sundry messuages and lands in Penistone, containing altogether, including the sites of the buildings, 22*A.* 2*R.* 18*P.*; lands in Denby, containing together 5*A.* 1*R.* 14*P.*, and payments out of land, amounting to 6*l.* 4*s.* 4*d.* a year; and in addition to the income derived from the school-property there is also paid to the master a proportion of the rents of the estate belonging to the charity of Samuel Wordsworth mentioned below.

The school-estates are let by the trustees, part thereof, consisting of the school-premises, to the master of the school, and the remainder to sundry persons holding as tenants from year to year; and the whole of the income, amounting to 110*l.* 11*s.* 10*d.*, or thereabouts, (including the proportion of rent under Wordsworth's charity) is paid to the master.

This school has always until lately been maintained as a free grammar-school for the sons of persons residing in, and lawful inhabitants of, the parish of Penistone, by masters properly qualified to teach boys in the rudiments of a classical education; and the masters have been usually required on their appointment to enter into a stipulation to teach the English as well as Latin tongue free, and to keep an assistant; but some understanding or agreement was come to between the trustees and the present master some time after his appointment, that he should not be obliged to keep an usher, but should teach all the children freely in reading, writing, and accounts; and the school has for some time

Penistone.

The Free Grammar
School,
continued.

past been and now subsists as a school for teaching the inferior branches of learning, viz. reading, writing and accounts only.

The present master was appointed in 1786. Some complaints have been made, and some dissatisfaction expressed respecting his conduct, which, considering his advanced age, we have not thought it expedient very closely to investigate; but we have represented to the trustees the propriety of holding a meeting for the purpose of taking the subject into consideration, and adopting such proceedings in reference thereto as may be requisite; and we have further suggested to them the propriety of appointing a person as master on the next vacancy, who is duly qualified to support the institution as a grammar-school, and of making provision also for the free instruction of the boys in the English tongue, according to what appears to have been the usage of the school, and for their instruction in writing and accounts at a moderate charge.

SAMUEL WORDSWORTH'S CHARITY.

S. Wordsworth's
Charity.

Samuel Wordsworth, by Will, dated 9th March 1703, bequeathed 400*l.* to the church and school of Penistone, as his three brothers, John, Josias, and Elias, whom he appointed his executors, should think fit to bestow it, and 100*l.* to the poor of Penistone.

The executors having, with the consent of the vicar, and schoolmaster of Penistone, and the overseers of the poor of the parish, and with the approbation of many of the freeholders and inhabitants, laid out the sums of 400*l.* and 100*l.* in the purchase of a messuage and lands at Nethier Thwong, then of the yearly value of 25*l.*, they conveyed the same, with all the tithes thereof, by deeds, dated the 25th and 26th February 1708, to 10 persons as trustees, upon trust, half yearly to pay one fifth of the clear rents and profits to the overseers of the poor of the parish of Penistone, who were to distribute the same amongst the most poor, aged and infirm inhabitants of the parish not being common beggars, nor receiving poor assessments (the said overseers giving an account in writing to the trustees, or the collector of the rents of the premises for the time being, how every preceding half-yearly payment had been distributed, and to whom, before they should receive the next half-yearly payments, and so successively for ever); and upon further trust, to pay yearly three fifths of the remainder of the clear rents and profits to the vicar of Penistone, provided he should preach every Lord's Day forenoon, and after, as was used in the parish-church, and also preach, or cause to be preached, a sermon on the 24th of June, on some suitable subject, for the edification of the parishioners, of which public notice should be given on the Sunday before; and if the vicar should neglect so to preach, it should be lawful for the trustees to keep back one moiety of such half-yearly payments, till the vicar should preach as aforesaid, and bestow such moiety on the schoolmaster, in such portions as they should think fit; and as to the other two fifths of the remainder of the rents and profits, that the trustees should pay the same to the master of the school of Penistone, and the usher of the school for the time being, in such proportions as the master's and usher's other salaries were paid, or payable; provided, that the schoolmasters should continue to teach their scholars the Assembly's Catechism, as had been formerly taught in the school; but if they, or either of them, should neglect so to do, it should be lawful for the trustees to keep back his or their share, and bestow the same on the vicar: And the deeds contain a proviso for the appointment of new trustees, to make up the number of 10, when half of the trustees should be deceased.

The trust-estate, which is vested by virtue of a Conveyance made in December 1807 in the Right Hon. Lord Wharncliffe, Josias Verelst, esq., Robert Pemberton Milnes, esq., Thomas West, esq., William Smith, John Firth, and John Greaves, gent., consists of four houses, with out-buildings, and certain lands, containing altogether 50*A.* 3*R.* 23*P.*, situate at Thwong, let to different tenants on leases for 21 years from 1st May 1808, at rents, amounting together to 118*l.* 10*s.* per annum, being the full annual value. The present tenants are William Dickson, John Mallinson, Susanna Mallinson, Daniel Woodhead and George Lee. There is about an acre of woodland also belonging to the estate, from which wood was cut in 1818 to the amount of 68*l.*, of which sum 17*l.* 9*s.* was laid out for repair of fences, and the remainder was divided proportionally with the rents.

The

The clear rents, after deducting incidental expenses, including the agents salary of 5*l.* 5*s.* a year, is apportioned as follows, viz. one fifth to the poor, three fifths of the remainder to the vicar, and two fifths of the remainder to the master of the school.

The money for the poor is divided among the different townships in the parish, in the proportions in which they severally contribute to the church-rate, and is distributed among poor people, the receiver requiring from the overseers of the separate townships a certificate, showing how and to what persons they have distributed the money in the previous half year.

As there is no usher at the free-school, the salary appropriated to an usher is paid to the master.

The income is divided half-yearly as it is received, and a regular account is kept by the agent to the trustees, which is occasionally examined and signed by one or more of them.

Penistone.

S. Wordsworth's
Charity,
continued.

THE FREE-SCHOOL FOR GIRLS.

By Indenture, dated the 12th September 1821, between Joseph Cam, of Beverley, in the county of York, esq. of the one part, and the Rev. Martin Joseph Naylor, vicar of Penistone, the Rev. John Haworth, the curate, Isaac Martin, Joseph Webster, Joseph Coldwell, and Joseph Wood, churchwardens of the parish of Penistone, and Joshua Gaunt, overseer of the poor of the township of Oxspring, in the said parish, of the other part; after reciting that the said Joseph Cam was desirous of founding a charity-school in Penistone, for girls, and that the parties of the second part, in consideration of such proposal, had agreed to build a school-house upon a piece of ground in Penistone, belonging to the parish, called the Church Flatts, for the education of girls, to be under the care and management of the vicar, curate, and churchwardens of the parish, and the overseer of the poor of the township of Oxspring, and to be denominated Penistone Girls Free-School, and that the said Joseph Cam, had purchased 400*l.* Navy five per cents in the names of trustees; It was declared and agreed that a school-house should be erected, and that the curate and churchwardens of the parish of Penistone, and the overseer of the poor of the township of Oxspring for the time being, should be trustees of the school, and that girls only, belonging to and actually resident in the parish of Penistone should be instructed therein in reading, sewing, knitting, and other proper and useful learning, free of expense, except 1*s.* entrance-money for each child, for the use of the mistress, and that no children should be admitted without the approbation of the trustees, or the major part of them; that a new schoolmistress should be chosen, or the old one re-elected every two years by the trustees; that the dividends of the stock should be paid to the schoolmistress, for the time being; and that the trustees should, once a year, meet at the school-house to examine into any neglect in the schoolmistress or children, and make such laws as to them should seem meet, for the better management of the charity.

The Free School
for Girls.

In or about the year 1821 a school-room, and small house adjoining for the schoolmistress, were built with money advanced by the National School Society, and money subscribed by the parishioners.

The school is conducted as a National School for girls, and is attended by about 120. The mistress receives the dividends of the stock, now consisting of 420*l.* new four per cents.

JOSIAS WORDSWORTH'S CHARITY.

Josias Wordsworth, by Will, dated 12th April 1732, gave for teaching poor girls to read and work, 200*l.* to be laid out in land, or let out to interest, and the annual produce applied to that purpose; and he directed that the trustees appointed for his brother's charity should be the trustees of that his charity.

J. Wordsworth's
Charity.

The sum of 10*l.* a year, interest of this gift, is paid as a charge on estates at Penistone, the greater part whereof having lately been sold by Mrs. Ann Verelst and Sir Charles Eggleton Kent, bart. the proprietors, the principal money is about to be paid off.

The interest of the charity used to be paid to a schoolmistress for teaching 10 or 12 girls, but since the establishment of the National School for girls it has

Penistone.
—

has been paid to the mistress of that establishment, and in respect of the charity, 20 additional girls for the township of Penistone are instructed, free of the quarterage paid by the other children attending the school.

DOLES.

Doles.
—

William Turton, in 1559, gave one quarter of rye to the poor of the parish of Penistone, to be distributed, yearly, on Good-Friday.

The rye is rendered by the persons in the occupation of an estate at Hoxley Gate, in the township of Denby.

Edward Booth, gave to the poor of the parish, out of lands at Dean Head, in the township of Hunshelf, 1*l.* 6*s.* 8*d.* to be paid at Easter.

This rentcharge is paid in respect of lands at Dean Head, the property of *William Smith*, esq.

William Rich, by Will, dated 29th October 1673, charged certain lands, at Hornthwaite, in the township of Thurlston, with the payment of 1*l.* a year to the poor of the parish.

The property subject to this rentcharge now belongs to *Robert Pemberton Milnes*, esq.

The above Doles are duly distributed among poor persons of the parish, not receiving parochial relief.

TOWNSHIP OF PENISTONE.

DOLES.

Penistone.
—

Sir Thurston Bycliff, and *Alderman Micklethwaite*, gave to the poor of the township of Penistone 20*l.*

Doles.

The sum of 1*l.* a year, interest of this gift, is paid as a rentcharge out of a farm in the township of Silkstone.

John Wordsworth, gave 3*s.* a year out of the estate of Water Hall, to be divided among six poor widows of the township of Penistone.

This rentcharge is paid out of an estate at Water Hall, now or late belonging to *Mrs. Verelst*.

These doles are also duly paid and distributed.

THE POORS COTTAGES.

The Poors
Cottages.

The sum of 10*l.* given by *Francis Burdett*, 10*l.* by *William Sotwell*, and 5*l.* by *Joanna Swift*, were laid out in the purchase and repairs of three cottages which are occupied by poor persons, at rents paid to the overseers of the poor, and the rents received are distributed among poor people not receiving parochial relief.

PAYMENT BY TRUSTEES OF LORD SHREWSBURY'S HOSPITAL AT SHEFFIELD.

There is an entry in an old churchwarden's book in the following terms ;

Payment by
Trustees of Lord
Shrewsbury's Hos-
pital at Sheffield.

" Imprimis, of Proctors at every Easter, 13*s.* 4*d.*, whereof 6*s.* 8*d.* is to the repairing of the church-windows, and the other 6*s.* 8*d.* is to be given to the poor ; and also 3*s.* 4*d.* in bread and ale, upon Thursday before Easter-day to the poor."

The sum of 6*s.* 8*d.* a year has been received until lately from the trustees of Lord Shrewsbury's Hospital at Sheffield, who are the proprietors of the great tithes of Penistone, but of late years it has not been called for or received. Bread and ale continue to be distributed on the Thursday before Easter, in the chancel of the church of Penistone, by one of the tenants of the trustees of the hospital.

CHAPELRY OF DENBY.

BURDETT'S CHARITY.

Denby.
—

Burdett's Charity.

Francis Burdett, by Will, dated 13th August 1731, bequeathed to the poor of Denby 100*l.*, the interest thereof to be given to such poor widows and widowers, and poor children, as might stand in need, and not have common pay ; and he bequeathed to the then school at Denby, 100*l.*, the interest thereof to teach and instruct 12 poor children in and belonging to the town of Denby ; and he desired the said sums to be laid out upon lands, and trustees made

made choice of by the inhabitants of Denby, to see the money put to the right use.

The sum of 225*l.* being the amount of the two legacies, and arrear of interest thereon, was laid out in 1769, in the purchase of a messuage called Ellhirst, and three closes thereto belonging in Hoyland Swaine, in the parish of Silkstone, and which were conveyed to trustees chosen by the inhabitants, by deed, dated the 8th September, in that year, and the charity-estate is now under the direction of trustees chosen by the inhabitants in 1813.

The charity-estate consists of a cottage, with a barn and appurtenances, and 10 acres, or thereabouts, of land, inclusive of an allotment which has been awarded since the purchase, and it is let by the trustees to John Chappel, as tenant from year to year, at the annual rent of 12*l.* 6*s.*, which is somewhat below the actual annual value.

One half of the rents is paid to a schoolmaster at Denby, and the other half to poor persons of the township, not receiving regular parochial relief. The stipend of the schoolmaster being considered by the trustees too small a compensation for teaching 12 children, the trustees about 12 years ago reduced the number required to be taught to six, and the free-scholars are taught by the master to read, being instructed with other children in a school erected at the expense of the inhabitants; but the number of free-scholars has not of late been fully kept up through the want, as is represented, of applications for the benefit of the charity.

Denby.

Burdett's Charity,
continued.

PARISH OF ROYSTON.

THE FREE GRAMMAR SCHOOL.

By an order of the Court of Revenue of the Duchy of Lancaster, stating that upon reading the certificate therein mentioned, it appeared that a grammar-school had theretofore been continually kept in the parish of Royston, with the revenues of the chantry founded in the parish, and that the schoolmaster there had for his wages yearly 4*l.* 6*s.* 11*d.*, it was ordered that the said wages should be paid out of the revenues of the duchy by the receivers thereof, to the master of the school, and his successors for the time being, until further order.

Royston.

The Free Grammar
School.

By a Deed, dated the 16th July, 5th James I. reciting a grant from the Crown by Letters Patent, dated the 31st May, 3d James I., of (among other things) a house, with a garden, orchard, and oxgang of land, containing 12½ acres in Royston, lately belonging to the chantry of Royston, and two cottages and crofts in Royston, with the buildings and appurtenances to Edward Lord Zouch, and Robert Fultnethy, and their heirs, to hold of the honour of Pontefract, subject to the yearly rent to the Crown of 1*l.* 4*s.* 8*d.*; and further reciting a grant of the said premises by Lord Zouch and Robert Fultnethy, by deed, dated the 14th November, 4th James I. to George Brook and John Brook, and the heirs of the said George, the said George Brook and John Brook, in consideration of a competent sum of money granted and sold the premises aforesaid to Thomas Holcroft, and 20 others in the deed named, their heirs and assigns, to the use of the school in Royston for ever "according" (as in the deed is expressed) "to the institution in the aforesaid Letters Patent expressed and declared", to hold to the king and his successors, rendering the rent aforesaid.

The Letters Patent of the 3d May, 3d James I. have been inspected, but they contain no mention of or reference to the school, or any institution thereof.

The premises comprised in the deed of the 16th July, 15th James I. have been transferred by divers conveyances to successive trustees, and are now vested by deeds of the 12th and 13th November 1811, in Henry Rimington, John Pinder, William Addey, the Rev. John Fletcher, John Stocks, Elias Holt, William Foster, ——— Janson, John Bayldon, Samuel Stocks, John Robert Clarke, George Johnson, John Day, John Barnforth, and William Coppleton, as surviving trustees.

Royston.

The Free Grammar
School,
continued.

The school-estates have by permission of the trustees been usually let, and the rents received by the master. The estates consist of the particulars, and are let as follows :

PROPERTY.	OCCUPIER from Year to Year.	Annual Rent.
		£. s. d.
A house, which used to be the residence of the school-master, with a garden and orchard : - - -	Mr. Cockcroft, father of the present master	Rent-free, worth about 15 <i>l.</i> a year.
Long Close - - - 2 A. 2 R. 39 P.		
Land in Windmill Field - - - 0 0 26		
Cottage - - - - -	John Taylor - -	13 - -
Cottage and croft - - - - -		
Croft - - - - -		
Four lands in Barnet Royd - - - 1 A. 0 R. 18 P.		
Three lands in Great West Field - - - 0 2 11		
Two lands in Little West Field - - - 0 1 11		
Land in Windmill Field - - - 0 2 20	John Laveruck - -	6 - - 9 - -
Brayshaw Croft - - - - - 0 A. 3 R. 24 P.		
Well Field - - - - - 1 2 20	John Womock - -	5 5 -
House in Brayshaw Croft, lately bought for 80 <i>l.</i> , to be repaid by annual instalments of 4 <i>l.</i> by the master for the time being - - - - -		
Petterfoot Close - - - - - 1 A. 2 R. 20 P.	George Treble - -	23 - -
Clark Close - - - - - 1 2 37		
Cross Gate Nook - - - - - 1 2 26		
Cottage - - - - -	Thomas Rogerson - -	2 16 -
Allotment in Common Close - - - 6 0 0	John Oldroyd - -	9 9 -
		83 10 -
Income from other sources :		
From the Duchy of Lancaster, after deducting for debenture, &c. - -		3 18 1
Interest of 13 <i>l.</i> , a benefaction by some person unknown, in the hands of the vicar of Royston - - - - -		- 16 8
	£.	87 19 9
Deductions :		
Crown-rent - - - - -	£. 1 4 8	
Instalment of 80 <i>l.</i> for building house on Brayshaw Croft - - - - -	- 4 - -	
		5 4 8
	Income - - £.	82 15 1

The present master was appointed by the trustees in 1817, and on his appointment articles of agreement were signed, and a bond for the performance thereof was executed by him to the trustees, whereby it was stipulated, among other things, that he should attend in the school certain hours both in the morning and in the afternoon, and that he should instruct the children of the inhabitants in Latin and Greek, English, and writing; and that for instruction in arithmetic they should pay 3*s.* 3*d.* a quarter while in the first four rules, and 6*s.* 6*d.* a quarter in the higher rules of arithmetic.

The school is attended by 30 or 40 children, boys and girls, who are instructed on the terms mentioned in the articles of agreement partly by the master himself, and partly by an assistant employed by him, in a school-room which has lately been rebuilt at the expense of the parishioners.

About the end of the year 1823, the master of the school went to reside in the vicarage-house at Felkirk of which place he had obtained the curacy, being at a distance of upwards of two miles from the school, and he takes private pupils there; and since he went to reside at Felkirk he has been in the habit of attending the school at Royston in the afternoon only, and that not with strict regularity, his assistant attending the school in the morning. The master alleges that the school is sufficiently attended to and as well conducted as if he were constantly present; but some complaint and dissatisfaction have been occasioned by his non-residence and imperfect attendance, and we think the

trustees will be justified in taking such measures as may be proper and necessary for correcting the subject of complaint.

The school appears by the foundation and endowment, as well as by practice and repute, to be a grammar-school, and the masters of it have been persons qualified to instruct boys in grammatical learning; but a usage also appears to have prevailed, that the children of the inhabitants of the parish should be instructed as free-scholars in English and writing. It appears to us that if any dispute should arise as to the constitution of the school and the method of conducting it, in consequence of the steps which the trustees may take for enforcing the master's attendance, it would be advisable for the trustees to obtain the directions of a court of Equity on the subject, by presenting a petition for that purpose.

Royston.

The Free Grammar
School,
continued.

THE POORS ESTATE.

This property consists of the following particulars:

1. The Chantry House at Royston, and an allotment made in respect thereof of two roods, or thereabouts. The acquisition of this property is unknown. It is let by certain persons called the trustees for the poor, yearly, and is now let at 5*l.* per annum. The Poors Estate.

2. An estate at Cudworth, left by *Thomas Jobson*, esq. in 1653, to the poor of the parish, consisting of two or three fields, with some buildings thereon, let by the trustees of the poor to William Moor, as yearly tenant, at 13*l.* a year, the full value.

The rents of these lands are distributed as a dole by the churchwardens and overseers among the most deserving poor people of the parish.

A benefaction of 51*l.*, given by some person unknown in 1659, for the poor of the parish, and a benefaction of 20*l.*, given for poor widows and widowers of Cudworth, by *Thomas Bamforth* in 1796, was laid out in buildings upon the charity-land at Cudworth; and as interest of the latter the sum of 1*l.* a year is reserved out of the rent, and distributed among poor persons of the township of Cudworth.

PENNELL'S DOLE.

William Pennell, esq. in 1582, gave a rentcharge of 2*l.* a year for the poor of the parish, issuing out of land at Billingley, in the parish of Darfield, now the property of Mr. Benjamin Mickletonwaite. Pennell's Dole.

This rentcharge is distributed among poor people of the parish.

LADY BOLLES'S CHARITY.

Dame *Mary Bolles*, by Will, dated 4th May 1662, gave 200*l.* to be paid to the minister of Royston for the time being, and three other trustees therein named, to be put forth at interest until the same could be conveniently laid out in lands, and the yearly interest or profit thereof to go for the binding of the poor children of the parish of Royston apprentices, yearly, as the said minister and trustees should think fit; and she appointed that the town of Cudworth should have one half of the interest or profit of the legacy, and all the rest of the parish of Royston the other half; and that the minister and the surviving trustees should choose new trustees for the charity when occasion required. Lady Bolles's
Charity.

The sum of 100*l.* for apprenticing children of Royston remains in the hands of the Rev. John Fletcher, on the security of his bond, at interest of 4*l.* 10*s.* a year, which is applied in apprenticing two boys yearly belonging to one of the four townships in the parish, exclusive of Cudworth, each township having the benefit by turn.

The sum of 100*l.* being the portion given for apprenticing children of Cudworth, with an accumulation of interest thereon, and the sum of 12*l.* 9*s.* 3*d.* advanced by one of the trustees on loan, to complete the purchase, amounting in the whole to 217*l.* 17*s.*, was laid out in 1795 in the purchase and in defraying the expenses of completing the purchase of two closes of land, called the Near Crab Lands, containing five acres, in Dodworth, in the parish of Silkstone, which are now vested by deeds of lease and release, the release dated the 1st July 1812, in the Rev. John Fletcher, Elias Holt, Henry Remington, John Day, John Bamforth, and William Poppleton, as surviving trustees.

The land is let to Edward Elliott, as yearly tenant, at 8*l.* a year, which is the full value.

The rents are applied by the trustees in apprenticing children of Cudworth, the apprenticing fee being usually 4*l.* A regular account is kept of the receipt and application, and there is a balance in hand of 20*l.* 18*s.* 11*d.*

TOWNSHIP OF ROYSTON.

WOOD'S GIFT.

Royston.

Wood's Gift.

Thomas Wood, in 1817, bequeathed 100*l.* to be distributed among the poor of the township of Royston, at the discretion of the minister, churchwardens and overseers of the poor of Royston.

The sum of 90*l.* received on account of this legacy is secured by the promissory note of Mr. John Holroyd, of Royston, and the sum of 4*l.* 1*s.* a year, the interest reserved is distributed among poor persons.

TOWNSHIP OF MONK BRETTON OTHERWISE BURTON.

TALBOT'S ALMSHOUSE.

Monk Bretton.

Talbot's
Almshouse.

This almshouse consists of six cottages, occupied by six poor women, each of whom receives from Sir George Wombwell, bart., the yearly sum of 50*s.* being 40*s.* a year as a stipend, and 10*s.* a year in lieu of a gown. The almswomen are chosen by Sir George Wombwell's agent, on the recommendation of the churchwarden and overseer of the poor of Monk Bretton, and the alms-house is repaired at the expense of Sir George Wombwell. We have met with no deeds or writings respecting the foundation and endowment, except an entry in the table of benefactions, specifying that it was founded by Dame *Mary Talbot* in 1654.

WOODHOUSE'S GIFT.

Woodhouse's Gift.

Mary Woodhouse, one of the society of Friends in 1712, bequeathed 10*l.* to the poor of Monk Bretton.

The sum of 10*s.* a year, interest of this donation, is paid by the committee of the quarterly meeting of Quakers at York. The money is remitted to one of the society residing at Monk Bretton, and is distributed among poor people of Monk Bretton by some of the inhabitants.

BROADHEAD'S CHARITY.

Broadhead's
Charity.

Henry Broadhead, by Will, dated the 28th September 1753, bequeathed 400*l.* for the poor people of the town of Monk Bretton, not receiving alms of the parish, to be laid out for them at the discretion of four of the substantial and principal inhabitants, and the churchwarden and overseer of the poor of the said town.

The sum of 20*l.* a year, interest of the 400*l.* is paid by Miss Spencer, of Bramley Grange, near Rotherham, and is distributed at Old Christmas-day, at a meeting of the principal inhabitants, among poor persons not receiving parochial relief. We think it would be proper, though it is not demanded by any necessity in this case, that a security or acknowledgment should be given for the principal money.

TOWNSHIP OF CUDWORTH.

POPPLETON'S CHARITY.

Cudworth.

Poppleton's
Charity.

William Poppleton, in 1747, bequeathed 50*l.* to the town of Cudworth, to erect a charity-school; and 300*l.*, the interest thereof, to be paid to a schoolmaster chosen by the trustee in his Will named, and the churchwarden and overseer of the poor for the time being, to teach poor children to read and write, and 40*l.*, the interest thereof, to be given to the poor of the township of Cudworth in bread or corn every Christmas-day, at the discretion of the churchwarden and overseer.

The sum of 50*l.*, with an addition of 10*l.* taken from the legacy for the poor, was laid out in building a school and dwelling-house for the master at Cudworth soon after the testator's death, and in 1770 the remainder of the legacies, 330*l.*, was laid out in the purchase of lands in Monk Bretton, containing altogether seven acres, or thereabouts, which were conveyed by deeds dated the 15th and 16th May 1770, to William Poppleton the trustee named in the will, and his heirs, upon trust, for the use and benefit of the schoolmaster at Cudworth, and the poor people of Upper and Lower Cudworth, and his and their successors for the time being, according to the intent of the will of the said William Poppleton.

The

The estate is now vested in Mr. Poppleton, as heir of the said William Poppleton named in the deeds.

The property, consisting of four fields, containing together seven acres, or thereabouts, and which is worth about 14*l.* a year, is occupied by the schoolmaster, and he pays, according to the custom which has prevailed from the time of the purchase, the sum of 28*s.* a year out of the profits of the land, for the poor, which is distributed by Mr. Poppleton, as trustee, and the churchwardens, among poor persons of Cudworth, generally widows.

The schoolmaster is appointed by a majority of votes of the inhabitants at a township-meeting, and he teaches 17 children of Cudworth appointed by the trustee, the churchwarden and overseer of the poor, as free-scholars, in reading and writing.

Cudworth.

Poppleton's
Charity,
continued.

WOODHEAD'S GIFT.

Thomas Woodhead, in 1796, gave 35*l.* to the township of Cudworth, the interest thereof to be applied for teaching three poor children to read and write, to be chosen by the churchwarden and overseer.

Woodhead's Gift.

This sum was laid out in purchasing a cottage built on the waste, and adjoining the school, for the benefit of the master. The cottage is let by the master for two guineas a year, and he pays 5*s.* a year for quit-rent to the lord of the manor. In respect of this benefaction he teaches three poor children, chosen by the churchwarden and overseer, to read and write.

RAMSDEN'S GIFT.

Joseph Ramsden, of Cudworth, in 1806, gave 50*l.* to the township of Cudworth, the interest thereof to be applied for teaching four poor children thereof to read, to be chosen by the churchwarden and overseer.

Ramsden's Gift.

On account of this gift, the sum of 2*l.* 10*s.* a year is paid to the master of the school by a tenant of Mr. Joseph Ramsden, of Tinsley, near Rotherham, a nephew of the donor, but there has been no security given for the money, which it seems to us would be proper, though not under present circumstances necessary. Four children chosen by the churchwarden and overseer are instructed in reading.

BAMFORTH'S GIFT.—LADY BOLLES'S GIFT.

[See the account of these charities already given.]

Bamforth's Gift.
Lady Bolles's Gift.

SCALE'S GIFT.

William Scale, by Will, dated 12th February 1780, gave to the churchwarden and overseer of the poor of the township of Cudworth 200*l.*, the interest thereof to be distributed to such poor as have no parochial relief, one half at Christmas and the other half as the churchwarden and overseer might think fit.

Scale's Gift.

The payment of this legacy and some arrears of interest was obtained by the churchwarden and overseer of the poor in 1825, and thereupon part of the interest was applied in defraying some law-expenses incurred in obtaining the payment, and the remainder of the interest was distributed among poor persons; and it was resolved by the inhabitants, at a vestry-meeting that the principal money should be laid out in the purchase of a close, which was then contracted for, and that until the purchase could be completed the fund should be placed in the bank of Messrs. Wentworth and Co., at Wakefield, which was accordingly done; but a commission of bankrupt was soon afterwards issued against the partners in the bank, and proof has been made of the debt of 200*l.* under the commission, and a dividend of 5*s.* in the pound has been received since the time of this Inquiry.

SIR GEORGE WOOD'S GIFT.

The late Sir *George Wood* gave by his Will (*) to the poor of Beeford, near Beverley and Royston; and he directed his executors to provide funds for those charitable purposes out of his personal estate, and appointed the proprietors of certain houses and lands to select proper objects of the charity.

Sir George Wood's
Gift.

* The amount of the donations is left in blank in the will; but in a draft or abstract of the will, in the testator's writing, the sum mentioned is "10*l.* per annum."

A legacy, of which the amount is left in blank in the will, was given to one of the testator's nephews, and the omission has been rectified in his favour by a suit in the Ecclesiastical Court. We have caused application to be made to the executors to satisfy the charitable legacies, if on being advised they find they ought to be paid.

CHAPELRY OF WOOLLEY.

THE DOLE LAND.

Woolley.
 The Dole Land.

This property, which consists of eight acres of land, or thereabouts, on the north side of a field in Woolley, called the Eccle Field, is managed by the churchwardens and overseers, for the benefit of the poor.

It is understood that the land was originally taken from the common; and that before the inclosure it used to be portioned out in parcels of half an acre, called Doles, to poor persons, subject to the payment of 1s. a year for each dole, to the clerk of Woolley, for winding up the chapel-clock. The land is let to Godfrey Wentworth Wentworth, esq., the proprietor of adjoining property, by agreement, for a term of 21 years, commencing in 1807, at the annual rent of 11 l., which at that time was the fair annual value, and the rent is divided half-yearly equally among 16 poor persons of Woolley, that being the number of the doles after deducting 1s. from each share, for the chapel-clerk, the poor persons being chosen by the minister and churchwarden, and receiving the portions during life.

HUSBAND'S CHARITY.

Husband's Charity. *Matthew Husband*, by Will, dated in 1687, gave 20s. a year to the minister or curate of Woolley, and his successors, and 10s. a year to the poor of Woolley, and charged his lands in Cudworth, now the property of Mr. Richard Reynolds, with the payment thereof. These payments are regularly made, and the money for the poor is laid out with the Communion-money and other funds, in coals, distributed on St. Thomas's-day.

CHARITY FUNDS.

Charity Funds. The sum of 200 l., of which 130 l. were benefactions for the poor, and 70 l. were given for educating poor children, is secured by the bond of the corporation of Doncaster, dated the 5th May 1750, on which interest is paid at 4 l. per cent.

The sum of 70 l., given for the education of poor children is due from G. Wentworth Wentworth, esq., and is also secured by bond, with interest at 5 l. per cent.

The interest of the 130 l. is laid out with other funds above noticed in purchasing coals for the poor; and the interest of the money given for education is paid to the master of the school of Woolley, for teaching poor children.

THE SCHOOL.

The School. By Indenture, dated the 3d December 1726, *Nicholas Burley* conveyed to Sir William Wentworth, William Wentworth, esq., John Prince the younger, and two others, and their heirs, two closes of land in Waldershelfe in the chapelry of Bradfield, called the Lamb Royd and Lamb Royd Ing, which contain about 11 acres, in trust to pay the rents and profits to the master of the school at Woolley for teaching 10 poor children born within the town of Woolley, to read and write, and in such languages and authors as should be taught and read in the school then established there.

The acting trustees of the charity and school are Godfrey Wentworth Wentworth, esq. and the minister and churchwardens of Woolley, and the land is let to George Wright, as yearly tenant, at 8 l. 15s. a year, the fair value. A schoolmaster in Woolley receives the rent, and the interest of the 70 l. given for education, and on that account instructs 16 poor children nominated by the minister and churchwarden as free-scholars in reading and writing, with other children, in a house of Mr. Wentworth, which he allows to be used by the master for a school.

PARISH OF SILKSTONE.

CUTLER'S CHARITY.

Silkstone.
 Cutler's Charity. *Thomas Cutler*, by Will, dated 7th January 1622, bequeathed 40 l. to be bestowed in lands for the relief of the most needful poor in the parish of Silkstone, to be distributed by the direction of his eldest son Sir Gervas Cutler, and he appointed Ellen Cutler his wife executrix thereof.

The

The said Ellen Cutler, by her Will, dated the 27th November 1633, in performance of her husband's will, gave to her son Sir Gervas, and his heirs, a close in Barnsley called the Upper Amyas Close, to the use of the most needful poor of Silkstone parish; and further gave to the said Sir Gervas Cutler another close in Barnsley, called the Nearer Amyas Close, to the use of the most needful poor of Barnsley town and Silkstone parish; Barnsley poor to have one half year's rent every year, and Silkstone parish-poor to have the other half year's rent, and to be distributed at the discretion of her said son and his heirs.

Under an Act for dividing and allotting the commons and open town-fields in the township of Barnsley, the Commissioners awarded to the said two closes, in lieu of right of common, 1A. 1R. 36P. of land on the north side of the race-common.

By a Decree of the Court of Chancery, dated 29th January 1783, in a cause wherein the Attorney-general, at the relation of Joseph Beckett and John Cockshutt, were informants, and Richard Fenton, Henry Cutler, and others, were defendants, it was ordered, that the parties should be at liberty to lay a scheme before the Master with respect to the coals alleged in the pleadings to lie under the two closes called Amyas Closes, and in what manner they might be best applied; And the Master by his Report, dated the 18th March 1788, certified, he conceived the coals might be best applied for the benefit of the charity by appointing the minister and churchwardens of the parishes of Barnsley and Silkstone to dispose thereof, as should appear to them most beneficial for the charity; And it being ordered by a decretal order of the 7th July 1788, that the parties should be at liberty to lay proposals before the Master for appointing feoffees of the charity-estate, and a plan for the better management of the charity, and of the most advantageous mode of letting the charity-estates, the Master, by his Report, dated 21st February 1789, after certifying that the relators had proposed the persons therein named to be appointed feoffees of the charity-estate for the purpose of managing the same, and had proposed that the charity should be managed in like manner as the charity-estate called Shaws, adjoining to the estate in question was managed, that is to say, that the rents should be received, and the other business relating to the charity-estate in question should be done in a public annual vestry of the feoffees and inhabitants of the town of Barnsley, in the afternoon of Easter Tuesday, yearly, without any other expense to the trust-estate than 5s. annually to a person appointed by the feoffees to keep the accounts of the charity-estate; and that the lands should be let in public for the most improved rent that could be got, keeping them in a proper course of husbandry; and that the relators had further proposed, that with respect to the coal lying under the charity-estate, the same should be sold for the best price to be got; he certified, that he had approved of the said proposals. By an order made the 23d February 1789 the Master's Report was confirmed; and by indentures of the 19th and 20th June 1789, in performance of the wills, and the said decretal orders, the defendant Henry Cutler conveyed unto William Wentworth Earl of Strafford, Sir Thomas Blackett, bart. William Bosville, John Beckett, Francis Edmunds, Samuel Phipps, John Cockshutt, and Joseph Beckett, esquires, and their heirs, the said closes called the Upper Amyas Close, and the Nearer Amyas Close, containing together, by estimation, two and a half acres, and the said field containing 1A. 1R. 36P., in trust, for the charitable purposes mentioned in the wills, and to apply and dispose of the rents thereof according to the said decretal orders: And it was thereby declared and agreed that meetings of the trustees, and of the minister and churchwardens of Barnsley and Silkstone, and of the inhabitants of the parishes of Barnsley and Silkstone, should be held on the afternoon of Easter Tuesday in every year, without notice, at which meetings all business relating to the charity-estate, except as thereafter mentioned, should be transacted, that is to say, the rents of the charity-estate should be then paid by the tenants to such person or persons as the trustees and others then present should appoint to receive the same; and the estate, or such part thereof as should be untenanted, should be let for the best rents to be reasonably gotten, so as the same be kept in a proper course of husbandry; and the accounts of the charity-estate should be then passed; and the money arising from the charity-estate disposed to such inhabitants of Barnsley and Silkstone as should be considered proper objects of the

Silkstone.

Cutler's Charity,
continued.

Silkstone.
Cutler's Charity,
continued.

the charity; provided that the opinion of the greater number of persons then present should be binding, and that the presence of the trustees, or any of them, or of the minister and churchwardens, or any of them, or of any other inhabitants, should not be deemed necessary for making a meeting for transacting the business of the charity-estate, so that three or more of any of the persons aforesaid be present; and that it should be lawful for the minister and churchwardens to contract for the sale of the coal lying under the charity-estate for the best price to be obtained to any persons willing to purchase the same, but not to give authority to break up the soil, or otherwise injure the surface of the charity-estate; and that the purchase money should be paid to the trustees; provided also, that when the number of the trustees should be reduced to three or less, then at the next meeting to be holden as aforesaid so many other fit persons, residing in or near to Barnsley and Silkstone, should, by the persons holding such meeting, or the major part of them, be nominated to supply the place of the former trustees as should be necessary to complete the number of trustees to eight, and that the premises should be conveyed to the continuing and new trustees, and so from time to time; provided also, that 5*s.* only should be allowed to a person who should be appointed to keep the accounts, and that no further monies should be allowed for the management of the charity-estate, but that such law-expenses as had been incurred in and about the suit in Chancery, with such law-expenses as should be incurred for the conveyances of the charity-estate to new trustees, as there should be occasion, should be paid out of the monies arising from the charity-estate, or from the sale of the coals lying under the same; provided also, that if any circumstances relating to the management of the charity-estate should occur, with respect to which no provision was thereinbefore made, the charity-estate should in such case be conducted and regulated as nearly as might be in the same manner as the charity-estate, called Shaw's Charity, was managed and regulated.

It appears by an account, settled the 22d December 1790, that the sum of 224*l.* 8*s.* for 10 years arrear of rent, and other rent then received, was applied, except 37*l.* 15*s.* 3*d.* in payment of law-expenses relating to the suit, and some small incidental expenses; and that the sum of 37*l.* 15*s.* 3*d.* was apportioned for the poor of the respective townships in the parish of Silkstone, in certain proportions therein mentioned.

It further appears by the account-books that the stock purchased with money arising from the sale of coals at different times amounts to 350*l.* three per cent consols, which is standing in the names of three of the trustees, of whom Joseph Beckett, esq. is the sole survivor, and who is now also the only surviving trustee in whom the charity-estate is vested.

Property of the Charity:

					Tithe Rent.					
					A.	R.	P.	£.	s.	d.
New Close	-	No. 318	-	-	1	3	4	-	1	10
	-	No. 319	-	-	3	1	20	-	3	6
Far Close	-	No. 326	-	-	5	0	24	-	5	4
	-		-	-	5	1	10	1	7	9
Total				-	10	1	24	£. 1	13	1

Allotment, 1 A. 1 R. 36 P.

Stock, £. 350 three per cent consols.

The closes are let to Thomas Rycroft, as yearly tenant, at the annual rent of 25*l.*, and the allotment to William Lancaster, as yearly tenant, at the annual rent of 3*l.* 10*s.*, and both are let at the full annual value. The closes were let by auction.

The rents and dividends of the stock, after allowing for the tithe-rents are apportioned among the townships in the manner exhibited in the following account for Easter 1826, in which the sum remaining to be divided, after an allowance of tithe-rents for three years was made, amounted to 33*l.* 1*s.* 7*d.*

The

The allotment is included in the composition tithe-rent, with the two closes, one half being considered as part of or belonging to each close.

Silkstone.
Cutler's Charity,
continued.

Easter—1826.

	Far Close.			Near Close.			Together.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
Barnsley - - -	2	15	1½	8	5	4½	11	-	6
Dodworth - - -	2	15	1½	1	13	1	4	8	2½
Stainbrough - - -	2	15	1½	1	13	1	4	8	2½
Silkstone - - -	2	15	1	1	13	1	4	8	2½
Hoylandswaine - - -	2	15	2	1	13	1	4	8	3
Thurgoland - - -	2	15	1½	1	13	1	4	8	2½
£.	16	10	9½	16	10	9½	33	1	7

* Church-assessment allowed.	£.	s.	d.	Dividends for 1825 - - -	£.	s.	d.
T. Pycroft paid three years,	-	17	-	T. Pycroft, one year's rent due	10	10	-
17 s. deduct three next years -	-	-	-	Easter 1826 - - -	25	-	-
Ditto allowed to Lancaster -	-	2	2	W. Lancaster, ditto, ditto -	3	10	-
Paid T. Pycroft for Jonas	4	19	3				
Clark's fee-farm rents, three							
years † - - - -							
To divide - - - -	33	1	7				
£.	39	-	-	£.	39	-	-

The rents are distributed in small sums of money by the overseers of the poor of the respective townships, among poor persons thereof, a preference being generally given to such as receive no parochial relief.

A claim has been made on behalf of the poor of a part of the township of Cumberworth, which it is alleged lies within the parish of Barnsley, that they ought to be admitted to receive a part of the income. It appears to us that new trustees ought to be appointed for this charity without delay, and that it will be the duty of the trustees to take the claim into their consideration, and allow it if well founded.

TOWNSHIP OF SILKSTONE.

CLARKSON'S CHARITY.

The Rev. John Clarkson, of Silkstone, having contracted for the purchase, at the price of 100*l.*, of certain messuages or cottages, crofts and parcels of ground in Silkstone, held under a lease for a term of 500 years, commencing in October 1735, procured the same to be assigned by Indenture, dated the 12th February 1754, enrolled in Chancery, to Samuel Phipps, and John Cockshutt, for the residue of the term, upon trust, to pay the clear rents and profits thereof to the master of the school of Silkstone for the time being, as a recompense for instructing in reading, English and writing, and the first four rules of arithmetic, any number of poor children belonging to or resident within the town or township of Silkstone, not exceeding nine at a time, to be nominated by him the said John Clarkson, and after his decease by the vicar of Silkstone for the time being; provided, that if the master of the school should not be qualified for the instruction of the children, or should not diligently and constantly attend at the school in person, the trustees should have power, with the consent and approbation of the said John Clarkson, and after his death, of the vicar of Silkstone, and churchwardens and overseers of the township of Silkstone for the time being, or the major part of them, (whereof the vicar for the time being should be one, unless he should happen to be master of the school,) to pay the rents and profits of the premises during the time such master should be continued at the school, to the overseers of the poor of the township of Silkstone for the use of the poor of the township.

* This was an assessment for building the church.
† This is the tithe-rent.

Silkstone.

Clarkson's Charity,
continued.

New trustees have not been appointed, and the charity-estate has long been under the management of the vicar and churchwardens of Silkstone. The estate, including an allotment awarded on the inclosure of Silkstone common, consists of a messuage in the occupation of George Haggard, at the yearly rent of 14*l.*; a cottage recently let to a person as yearly tenant at 4*l.* a year; and five acres, or thereabouts, of land occupied by Joseph Popplewell, as tenant from year to year, at the annual rent of 10*l.* 15*s.* The premises in Haggard's occupation have been lately repaired and improved by him at great expense, in expectation of having a lease granted to him for 21 years, but no lease has been executed, in consequence of a doubt entertained whether the minister and churchwardens had power to make such lease.

The premises are all let at their full value, and the rents are paid to the master of a school in Silkstone, who for the salary instructs 15 poor children of the township nominated by the vicar and churchwardens, as free-scholars in reading, writing and arithmetic, in a school built by the inhabitants, at which other children are instructed as pay-scholars.

WOOD'S GIFT.

Wood's Gift.

The sum of 70*l.*, formerly given by *Francis Wood*, for the poor of Silkstone, is in the hands of John Spencer Stanhope, esq., and secured by a promissory note; and the interest, 2*l.* 16*s.* a year, is received by the churchwardens, and distributed among poor persons of the township, with the portion arising under Cutler's charity.

STONE'S CHARITY.

Stone's Charity.

An account of this charity will be found among the charities for the township of Cumberworth. The sum of 6*s.* 8*d.* a year, received for the poor of Silkstone, is added to and distributed with the Communion-money.

TOWNSHIP OF BARNSELEY.

THE SCHOOL.

Barnsley.

The School.

By Indenture, bearing date the 18th June 1660, *Thomas Keresforth* enfeoffed and conveyed unto Gervas Cutler, and nine others, their heirs and assigns, a house lately erected by him in Kirkgate in Barnsley, for a school-house, and the croft wherein the same stood, and a messuage adjoining the school-house called St. Mary's, and a parcel of ground or croft wherein the same stood, and certain fee-farm rents issuing out of lands and tenements within Barnsley, Dodsworth, Silkstone, Hoyland Swayne, and Cawthorne, mentioned in a schedule thereto annexed, upon trust, as to the school-house, and croft wherein it stood, for the use of a grammar-schoolmaster, to teach the children of the inhabitants of the towns and townships of Barnsley, Dodsworth, and Keresforth Hill; and as to the messuage called St. Mary's, and croft wherein it stood, and also the fee-farm rents, to the use of the said Thomas Keresforth, and the heirs of his body, and for default of such issue,* to the use, as to the said messuage and croft called St. Mary's, of the master who should be employed in teaching in the schoolhouse, for a dwelling; and as to the fee-farm rents, that the trustees and their heirs should stand seised thereof for the maintenance of such master, and of an usher, or of the master only, as by the judgment of the feoffees should be thought fit, in full satisfaction for his or their salary for teaching and instructing all such children as should come to the school to be taught, that should be born within the towns and townships of Barnsley, Dodsworth and Keresforth Hill, whose parents should not be accounted to be worth the sum of 200*l.* in lands or debtless goods, not demanding any penny of them or their parents, until such children should be made fit for some university, or disposed of otherwise by their friends and parents in the commonwealth; and that all persons within the towns and townships aforesaid, that should be accounted to be worth 200*l.* in lands or debtless goods, or above, should have their children taught and instructed in the school so long as they should think fit, for half of the rate usually paid for teaching scholars at other schools in that part of the country, as by the discretion of the trustees should be thought fit; and power was thereby given to the trustees, and their heirs, or any,

* Note.—It seems that the founder died without issue, or that his issue has long been extinct.

any four of them, to place or displace the schoolmaster or usher upon just occasion at their will and pleasure: provided that all the children of the kindred and blood of the said Thomas Keresforth should be freely taught at the school during their friends pleasure, wheresoever they might inhabit without paying for their learning. And it was directed that the trustees should have a care that the poorer sort of children should be as well taught at the school as the richer sort, until they should be sent to some university, or disposed of otherwise by their friends and parents, and that when any of the trustees should die, the survivors should choose another in his or their place.

Annexed to the indenture is a schedule of the fee-farm rents, amounting, after deductions, to the sum of 19*l.* 15*s.* 2½*d.* per annum.

The charity-estates have been passed by conveyance from time to time to new trustees, and the present surviving trustees are Sir F. L. Wood, bart., G. W. Wentworth, T. R. Beaumont, F. O. Edmunds, H. Clarke and John Beckett, esqs.

The original school-house having been taken down about the year 1769, a new one was erected by public subscription, containing two rooms, one above the other; and the remaining premises in Kirkgate, which consist of a good dwelling-house and a piece of ground behind, used partly as a garden, and partly as a play-ground, are used and occupied by the master of the school.

Some few of the fee-farm rents have through neglect or otherwise not been received for many years, and in consequence of changes of property and the difficulty of ascertaining the premises out of which they were formerly paid, there is little probability of their being recovered; the remainder, however, amounting together to 18*l.* 17*s.* 7*d.* a year, are duly received, and the emoluments of the schoolmaster from that source, and from the use of the school-premises may be estimated at 50*l.* a year, or thereabouts.

The school appears by the Deed of Endowment to have been intended altogether or principally as a grammar-school, and the masters appointed have been persons qualified to instruct boys regularly, or to some extent, in the dead languages, and the school has for many years past been conducted as a Latin and an English school; but though it is, as to instruction in grammatical learning at least, to be considered a free-school, no scholars have for many years been taught, or have applied to be taught, gratuitously: the school, however, is conducted with utility to the inhabitants of the town and neighbourhood, and is at present attended by upwards of 100 children of both sexes, who are instructed in English, reading, writing, and arithmetic, at the quarterly rate of 10*s.* for reading, 15*s.* for reading and writing, and 21*s.* for reading, writing, and accounts; an usher, and a female teacher for the girls, being employed by the master to assist him. The master also takes a few boarders as Latin-scholars, and professes his willingness to teach Latin to the other scholars who may desire it, without additional charge.

THE SHAW LAND TRUST.

By a Deed, dated the 3d May, in the 10th year of Elizabeth, *Robert Thwaites*, in consideration of 20*l.* paid by Thomas Keresforth, and others, neighbours and inhabitants of the town of Barnsley, and of the good will and affection he bore to them, conveyed certain parcels of land called Shaws, in Barnsley, to Thomas Keresforth, and Thomas and Robert, his sons, and others therein named, their heirs and assigns, and by a schedule or declaration of trust annexed to the deed it was declared or directed that the feoffees, their heirs and assigns, should pay and bestow the yearly rents and profits of the said land in and about the common wealth and profit of all the inhabitants and residents then and thereafter being within the town and township of Barnsley, towards the making forth their common soldiers in carts there, for the service of their princes in their wars, paying of their common taxes, repairing of their church, or highways, making or amending of their butts, stocks, pinfold, and wells there, or in or about something pertaining to the whole common wealth of the said town or township; and if it happened there were any remainder of the said rents and profits, the same should be put forth in a stock by the feoffees, and partly by the advice of the honest and discreet men, inhabitants of the said town and township, to make some increase thereof for the profit of all the inhabitants aforesaid; and that the feoffees, their heirs or assigns, should from time to time make new feoffees for the continual performance of those articles.

Barnsley.

The School,
continued.The Shaw Land
Trust.

Barnsley.

The Shaw Land
Trust,
continued.

The trust-estate, including allotments given for common-rights on an inclosure which took place about the year 1777, comprises altogether 48A. 3R. 12P. of land, let in different parcels to 12 persons, as yearly tenants, at rents amounting together to 179*l.* 17*s.* 4*d.* per annum, which is the full annual value. The Shaw Lands have been conveyed from time to time to successive new trustees, appointed by the continuing or surviving trustees, and the more ancient deeds have schedules annexed, declaring the trusts in a way similar in effect to that set forth in the schedule above recited; and a deed was made, bearing date the 23d June 1824, for conveying the property by the then surviving trustees, Sir John Beckett, bart., Francis Edmunds, Henry Cutler, Joseph Beckett, and Henry Clarke, esquires, to the use of themselves and 19 others, inhabitants of Barnsley and the neighbourhood; but the deed, as we have been informed since the time of this inquiry, has not been executed by all the necessary parties, so that a new conveyance will perhaps be necessary for duly transmitting the legal interest in the lands.

The usual course of applying the rents and profits of the Shaw Lands has been in defraying the expenses of repairs in and about the church at Barnsley, and the disbursements of the churchwardens, in paying the stipends of the sexton and organist, also in keeping in repair the public wells and pumps, occasionally in repairing the highways, and in buying coffins for poor people; but no specific proportion of the rents appears to have been appropriated to any of those purposes, the money applied for each depending upon the exigency of the case, or the discretion of the trustees.

As to the proper administration in detail of a trust for the general benefit of the inhabitants of a populous township, it may reasonably be expected that great diversity of opinion will exist among the persons interested; and in this instance sundry complaints are preferred, and suggestions made, on the part of different inhabitants, the merits of which it would be very difficult to appreciate with certainty amidst the discrepancy of opinion which exists regarding them, and the various arguments which are or may be suggested on one side or the other. By some it is urged, as ground of dissatisfaction, that the trustees lately appointed are some of them not resident in the town or neighbourhood, or capable of attending to the administration of the trust; and that others of them are not persons sufficiently representing, in point of property, the general interest of the inhabitants; and that the trust has been retained by certain persons too exclusively; and that the choice of the new trustees has been made rather with a view to keep the power of administration in the hands of particular individuals, than fairly for the general advantage. By others, complaint is made that the public wells are not duly attended to; and that the workmens and tradesmens bills are not paid, nor the accounts audited, as used formerly to be the case, at a public vestry, by which practice opportunity was afforded to the inhabitants to represent the most expedient method of application, and room was given for the manifestation of public opinion, which operated as a salutary check on the conduct of the trustees; and by several it is urged as a strong ground of complaint that the trustees, who lately had the acting part in the direction of the trust, gave direction for, and entered into engagements to pay for, out of the income, the expense of rebuilding and improving a part of the house belonging to the incumbent curate of Barnsley, in right of his church, commonly called the Parsonage House. With regard to the latter subject, which we were requested more particularly to investigate, it may perhaps not be improper to state, that though it does not appear to us that the repairing of the Parsonage House, from the terms of the original declaration of the trust, or from the usage in administering it, is to be considered one of the objects of common weal for which the lands were given or purchased, yet it clearly appears that the alterations and improvements recently made did not originate from any intention of conferring a benefit on the minister, but that the work was done in prosecution of a scheme for the general advantage of the town and inhabitants, by widening the street at one of the principal entrances into the town. A part of the minister's house, which projected into the street, was necessarily taken down for that purpose, and the alteration or improvement in the house which was made was intended to be in the way of compensation only; but it seems that in the execution and completion of the work more was done than a strict measure of compensation required, and the house has derived an advantage and improvement to the annual value of about 9*l.* a year; if therefore

therefore blame is to be attributed, it must be imputed not to improper intention, but only to a want of vigilance in stopping the work in its ulterior advance. With reference to all the subjects of dispute, it must be left to the parties interested to seek the means of rectifying what they may consider to be amiss; we cannot, however, but think, that an agreement to submit the matters in dispute to the judgment of some disinterested persons, if such proceeding can be adopted, would be the most advantageous course of proceeding.

Barnsley.
The Shaw Land
Trust,
continued.

BROOKHOUSE'S CHARITY.

It appears by an Inquisition, taken under a Commission of Charitable Uses, dated 10th July, 13th James I., that one *Edmund Brookhouse*, by Will, dated 24th May 1493, gave to the building of three tenements for almshouses, nigh unto the church-yard of Barnsley, 40 marks, which houses were builded accordingly; and by the decree of the Commissioners, after reciting, among other things, that it appeared by an ancient conveyance that the said Edmund Brookhouse, before the making of his will, had reserved to him and his heirs 33s. 4d. yearly, upon his conveyance of a certain messuage and three cottages in Barnsley, to one Alexander Hudson, under whom Matthew Wentworth claimed the same, It was decreed that the said houses should be used as almshouses for the relief of such poor people as by the best freeholders in Barnsley, or the greater part of them, should be thought to be most needful, and that the said Matthew Wentworth, his heirs and assigns, should yearly pay to the churchwardens and overseers of Barnsley for the time being, 33s. 4d. at St. Thomas's and Easter, by equal portions out of the said messuage and cottages, to be by the churchwardens and overseers employed and bestowed to the upholding of the almshouses, and the maintenance of such as should be placed therein.

Brookhouse's
Charity.

The tenements mentioned in the inquisition and decree appear to be the same with three small cottages adjoining the present workhouse in Barnsley, one of which, containing two rooms, is occupied by the master of the workhouse, and the other two, consisting of a single room each, are used as workshops by the paupers lodged in the workhouse; and these buildings are stated to have been occupied and used in the same manner as long as can be remembered.

The reserved rent or rentcharge of 23s. 4d. a year, mentioned in the decree, is at present paid to the overseers of the poor in two sums of 16s. 8d. each, out of two houses adjoining each other in Church-street in Barnsley, belonging one of them to Mr. William Lancaster, and the other to Mrs. Catherine Hall; and the money is applied in aid of the poor's rates.

An allotment of about four perches of land, at the west end of the town of Barnsley, was awarded in respect of the tenements on the inclosure of Barnsley Wastes in 1777; but it remains in a state of unproductiveness; though, as a road proposed to be made from Barnsley to Manchester is expected to pass over it, a compensation of some account will probably be obtained for the land.

With regard to the tenements, it would be of little benefit at the present time to recommend the reconversion of them to the purpose of almshouses for poor not maintained out of the parochial rates; but it would be proper to give the annuities to the poor as a distinct fund, and to apply the profits or value of the allotment in a similar way.

ROGERS'S CHARITY.

Edmund Rogers, of Barnsley, by Will, dated the 11th January 1646, bequeathed all his tithes of corn and grain in and upon the fields and territories of Thorp Audlin, and so much of the fields and territories of Wentbridge, as were within the parish of Badsworth, and the laithe or barn there, and the three roods of land there which belonged to him, to and for the use of the poor people of the town and parish of Barnsley, to be employed by the overseers of the poor there for ever, towards the relief of the said poor, there being thereout yearly, for ever, reserved and paid the rent of 46s. 8d. unto the poor people of Thorpe Audlin, and the part of Wentbridge aforesaid.

Rogers's Charity.

On an inclosure of lands in Thorp Audlin, under an Act passed in the year 1810, an allotment of 62 A. OR. 8 P. of land was set out for the poor of Barnsley, in lieu of the tithes and premises given by the will, and the allotment is under the management of the churchwarden and overseer, and is let with a

Barnsley.
 Rogers's Charity,
continued.

messuage, barn, and outbuildings which have been erected thereon, to John Sharpley, as yearly tenant at the rent of 60*l.* per annum, being the full annual value.

It may be questioned, perhaps, whether the testator contemplated or intended an application of the tithes in the way of relief to those poor who must otherwise be maintained by parochial rate, the terms however of the will may be considered not free from doubt in this particular, and the usage, as far it can be traced, has been consistent with the present practice and mode of application.

RHODES'S GIFT.

Rhodes's Gift. *Jonas Rhodes* or *Roodes*, by Will, in 1653, gave a rentcharge of 6*s.* 8*d.* a year for the poor, out of land at Ardsley, now the property of Francis Offley Edmunds, esquire. This annuity has been carried to the general account of the poor-rate, but will in future be distributed among the poor as a dole.

ELLIS'S CHARITY.

Ellis's Charity. The sum of 25*l.* a year used to be paid by the trustees of this charity, (of which an account is hereafter given under the head of General Charities,) for the education of 20 poor children of Barnsley, and other purposes mentioned in the will, the children being taught by a schoolmistress, under the direction of the local trustees for Barnsley; but since the establishment of a National School in Barnsley the allowance has been increased, and applied to the general support of the National School, and amounts now to 45*l.* a year.

It does not appear that a boy is apprenticed as directed by the testator, and the curate receives 14*s.* a year only, instead of 20*s.*, for catechising the children; these matters however have been pointed out to the trustees of the school.

The National School was erected partly with the sum of 700*l.* given for the purpose by the trustees of Ellis's charity, and partly with contributions, and it is attended by about 300 children, and is superintended by trustees.

LOST CHARITIES.

Lost Charities. The yearly sum of 2*l.* was given by *Samuel Allen* to be distributed among 40 poor widows yearly, and a sum of 50*l.* was given to the poor of Barnsley, by a *Mrs. Ann Grantham*. No payments have been made on account of these charities for many years, and there appear to us no probable means of recovering them.

CHAPELRY OF CUMBERWORTH.

STONE'S CHARITY.

Cumberworth.
 Stone's Charity. By Indenture, dated 26th January, 7 James I, *Edward Stone* conveyed unto Robert Hepworth, and his heirs, certain closes in Nether Cumberworth, called the North-east-end of Hawkliff Ing, the east end of Hawcliff, and two closes inclosed from the common-fields called East End, subject to a condition for the yearly payment out of the rents and profits, on the Friday before Easter, of 33*s.* 4*d.*, viz. to the churchwarden of the parish of Silkstone, for that part of Cumberworth called Cumberworth Half, 20*s.*, for and towards the relief of the aged and impotent poor dwelling in Cumberworth Half in the said parish; 6*s.* 8*d.* to the said churchwarden towards the repairing of the chapel of Cumberworth, and 6*s.* 8*d.* to the churchwarden chosen for the township of Silkstone, for the relief of the most aged and needy poor people of that township, and with power of entry and distress to the churchwardens in default of payment.

The annuity of 33*s.* 4*d.* is paid by Mr. Abel Adley, and Mr. Benjamin Robinson, the proprietors of the land charged, and it is applied in the proportions and for the purposes mentioned in the deed.

POORS MONEY.

Poors Money. The sum of 45*l.*, whereof 40*l.* was given by *Mrs. Ann Railton*, lately deceased, and 5*l.*, was money anciently belonging to the poor, is secured by way of mortgage, at interest of 5*l.* per cent. on a messuage, garden, and outbuildings at West Hayton, in the parish of High Hoyland, the property of Mr. Matthew Hanson, and the interest is annually distributed among poor persons.

TOWNSHIP OF DODWORTH.

THE CHARITY FUND.—BROOKES’S AND OTHER CHARITIES.

John Brookes, by Will, dated the 14th September 1750, gave 200*l.*, the interest thereof to be applied to the benefit of a charity-school in Dodworth, for the free teaching of poor children of parents inhabiting within the town of Dodworth, or elsewhere within the parish of Silkstone, to read English, and to write and cast accounts.

Dodworth.

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The Charity Fund,
&c.

William Hobson, by Will, dated the 26th April 1758, gave to Samuel Phipps, and six other trustees, 50*l.* in trust, to distribute the interest thereof yearly on the 21st December among the poor of Dodworth, as the trustees should think fit; and 200*l.* in trust, to apply the interest thereof towards providing clothes for ten poor children of the township of Dodworth, to be nominated by the trustees on the 29th May yearly, the children of parents inhabiting within the township, who should be in the list of those whose recompense to a master for their learning should at the time of their nomination be payable out of the legacy left by the said John Brooke, to be entitled to the preference.

William Garlick, by Will, dated the 13th November 1799, gave 50*l.*, the interest thereof to be applied in augmentation of the salary of the master of the school at Dodworth; and *Mrs. Heatherington* gave 40*l.*, and *Charles Brooke*, by Will, dated the 22d November 1790, gave 50*l.* for similar purposes.

These several benefactions have been laid out in the purchase of 759*l.* 3*s.* 9*d.* three per cent consols, standing in the names of trustees, of whom John Thornby and Edward Taylor are the survivors; and the charity is under the direction of seven trustees, of whom the vicar of Silkstone is one, and the rest are substantial inhabitants of the township of Dodworth, and parish of Silkstone, and the dividends, 22*l.* 15*s.* 6*d.* a year, are applied in the following yearly payments: 11*l.* to the master of the township-school at Dodworth, for instructing 10 poor children to read and write; 9*l.* 19*s.* 6*d.* for or towards clothing the children; and 1*l.* 16*s.* in a distribution among the poor of Dodworth on St. Thomas’s-day.

TOWNSHIP OF STAINBROUGH.

THE SCHOOL.

The master of this school occupies a small house and garden, understood to have been given by the family of *Cutler*, and he receives a yearly sum of 8*l.*, paid as a rentcharge out of an estate at Stainbrough, formerly belonging to that family, and now the property of F. T. Vernon Wentworth, esq. together with a voluntary addition of 2*l.* a year from Mr. Wentworth, and for those emoluments he instructs about 15 poor children, as free-scholars, in reading and writing, with other children whose education is paid for by their parents.

Stainbrough.

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The School.

TOWNSHIP OF THURGOLAND.

DOLES.

The sum of 10*s.* a year, formerly given by some person unknown, out of a farm at Coates belonging to William Smith, esq., and the sum of 10*s.* a year, formerly given by one *John Couldwell*, out of a farm at Eastfield, the property of John Spencer Stanhope, esq. are paid by the tenants to the overseers of the poor, and distributed among poor persons of the township.

Thurgoland.

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Doles.

POORS LAND.

A piece of land, containing between two and three acres, understood to have been bought with a benefaction of 40*l.*, left by *Francis Wood* for the poor, is let by the overseers to Mr. William Laycock, as yearly tenant, at 5*l.* a year, being the fair annual value. The rent of the land used to be distributed as a dole, but for many years has been added to the poor-rates; the distribution, however, among poor persons not receiving parochial relief will, we are assured, be renewed.

Poors Land.

A small tenement has been erected upon the land at the expense of the township, which may be worth, to let, about 2*l.* a year.

WAPENTAKE OF STAINCLIFFE AND EWCROSS.

PARISH OF KEIGHLEY.

BOWCOCK'S CHARITY.

Keighley.
 —
 Bowcock's Charity.

Isaac Bowcock, by Will, dated the 11th February 1669, devised to the parish of Keighley a rentcharge of 4*l.* per annum, which he bought out of the lands of John Denbigh, of Utley, and 21*l.* per annum more out of the lands of Joshua Colstone, which lay in Bradford, if he redeemed them not, and if he redeemed them, then he gave so much money as would buy so much land for the preferring or putting forth of five poor mens sons to trade yearly, as should not be put forth town-prentices, or for the relief of such as should be in necessity, and not through wasteful expenses, nor such as should have relief from the parish; or for setting in trade, or stocking, hopeful young persons, to make good use of it, at the discretion of his trustees therein named; and he appointed Thomas Pickles and six other persons to be feoffees of his said charity, and directed that upon the death of any of them the rest should choose others; and that they should have power to buy lands to make out what the testator had not in lands already purchased.

New trustees have been appointed from time to time by election of the survivors, and the present trustees are Messrs. Holmes Clapham, Joseph Heaton, John Craven, Thomas Dawson, William Shackleton, Lupton Wright, and John Brigg.

The charity-property consists of a yearly rentcharge of 4*l.* out of land at Utley, now the property of Mr. Francis Paget; and of the land in Bradford, mentioned in the will, which was never redeemed; and that land, with the buildings on part of it, is let partly in the following manner, viz.

	£.	s.	d.
1. Certain closes near Manningham-lane, containing together 13 A. 2 R. 21 P. let in parcels from year to year to Joseph Sowden, at 42 <i>l.</i> 10 <i>s.</i> , John Brown, at 40 <i>l.</i> , and Matthias Whitehead, at 26 <i>l.</i> , but the rents being very high must probably be reduced - - - - -	108	10	-
2. A public-house, with some out-buildings, and four cottages adjoining, in Silsbridge-lane, let to Thomas Barraclough, on lease, for 11 years from 1st May 1826, at the yearly rent of - - - - -	135	-	-
3. A plot of ground near Silsbridge-lane, containing 616 square yards, let to Thomas Barraclough, by lease, dated 7th September 1825, for 99 years from 1st May 1826, at the yearly rent of - - - - -	10	5	4
4. A plot of ground, containing 1467 square yards, let by lease, dated 1st October 1823, for 99 years from the date thereof, to John Anderton, at the yearly rent of - - - - -	24	9	-
5. A plot of ground, adjoining the former, containing about 92 yards in length, and 13 yards in breadth, with three cottages, a barn, and other buildings thereon, let by lease, dated 7th September 1825, to the same tenant for 99 years, from 1st May 1826, at the annual rent of - - - - -	20	-	-
6. A piece of ground adjoining the above, containing 246½ square yards, let by lease, dated 11th February 1824, to Miles Binns, for 99 years from the date thereof, at the annual rent of - - - - -	4	2	2
7. Three cottages, lately built by the trustees, let to John Anderton, as yearly tenant, at - - - - -	18	18	-
8. Three other new-erected cottages let to different tenants, at rents amounting together to - - - - -	18	18	-
	£.	340	2 6

The remainder of the land in Bradford forms new streets adjoining the premises of which long leases have been granted; the ground having been taken for the purposes of building. The whole property has been properly demised, and converted to the best advantage; and in consequence of ground being wanted for the enlargement of the town of Bradford, the income of the charity has of late been very greatly advanced.

There is a debt owing from the trust-estate of 400*l.*, being part of a sum of money borrowed for erecting the cottages, and making other improvements; and there is a sum due to the trustees of 82*l.* from the banking-house of Messrs.

Messrs. Wentworth and Co., on which a dividend is expected to be soon received.

Keighley.

Bowcock's Charity,
continued.

The trustees, in the ordinary course of their application of the rents, expend about 15*l.* a year, in apprenticing five poor boys of the parish of Keighley; and after deducting for necessary expenses they distribute the remainder of the rents half-yearly among necessitous poor persons of the parish of Keighley, who receive no relief from the parish, the sums being given in vestry, according to the state of the families, and necessities of the poor, at the discretion of the minister and churchwardens.

An account of the receipt and application of the funds is kept by one of the trustees in rotation, as treasurer or receiver for the year, and the accounts are examined and audited by the rest at a yearly meeting.

THE POORS ESTATE.

This property, derived partly by devise from *John Clapham*, in 1686, and partly by purchase made with money belonging to the poor of Keighley, is under the management and letting of the minister and churchwardens, and consists of the following particulars, viz. two closes, called the Sugden Raven Royd, and the Low Lowkeholme, containing together 1 A. 2 R., let to Thomas Gill, at five guineas per annum; a close of 2 A., called the Fiddle Close, in the occupation of Widow Ackroyd, at the annual rent of five guineas; two closes, called the Stubbings, at Ingrow Wood, containing together 5 A. 2 R., let to John Hanson, at the yearly rent of 12*l.* 1*s.*; and a parcel of land, containing 10 A. 0 R. 3 P., allotted to the poor on a late inclosure, and occupied by William Townend, as yearly tenant, at 8*l.* a year.

The Poors Estate.

The lands are let for their annual value, and the rents are distributed twice a year, by the minister and churchwardens, among poor persons of the town.

THE FREE SCHOOL.

John Drake, by Will, dated 27th March 1713, devised to the township of Keighley, two messuages, barns and gardens, with certain closes and parcels of land in Keighley, for the maintenance of a sufficient unmarried and qualified schoolmaster, for teaching of children residing within the town and parish of Keighley, in the English, Latin, and Greek tongues; which schoolmaster should teach and instruct the said children free, and without any other reward, and have the rents and profits of the said premises yearly paid to him at Whitsuntide and Martinmas by his feoffees after named, and such others as they or the major part of them for the time being should elect: and his will was, that if the schoolmaster for the time being should marry, or neglect to perform his duty, the feoffees, or the major part of them, should suspend him from the receipt of the rents, and choose another person in his stead: and he appointed feoffees, Miles Gale, rector of Keighley, and six others, inhabitants of Keighley, with power to the survivors, on the death of any of the trustees, to choose others in their stead: and he gave all the overplus of his personal estate to his executors to be laid out in lands for the use of such a schoolmaster as aforesaid.

The Free School.

Trustees have been appointed from time to time, as directed by the will, the rector of Keighley being one.

The property derived under the endowment comprises two schools; a house for the master's residence, with a yard and garden; several dwelling-houses or tenements in Keighley, and three small parcels of land, containing together about 7 A.; and the premises not in the occupation of the master are let in separate parcels to different persons, at rents amounting together to 162*l.* 9*s.* 6*d.*, being the present full annual value.

The trustees have made considerable improvements of the property; and in conformity with a plan suggested on a survey taken in 1824, they have erected two new houses, and rebuilt another, and made other alterations, the effect of which has been to raise the rents from 107*l.* 14*s.* to their present amount; the expense of the improvements having been defrayed partly with surplus rents, after payment of the master's salary, and partly with money borrowed for the purpose, of which upwards of 300*l.* remained due at the time of this Inquiry.

The master is appointed by the trustees, and receives a salary of 100*l.* a year, and he instructs the children of persons inhabiting within the parish of Keighley,

Keighley.
The Free School,
continued.

as free scholars, in English and reading, and such of them as require it in Latin; he also instructs them in writing and arithmetic, at a moderate quarterage. At present he has about 50 scholars, but few of them are instructed in Latin.

The Preparatory
School.

THE PREPARATORY SCHOOL.

Jonas Tonson, by Deed, dated the 19th October 1716, conveyed to John Hind, and two other trustees, certain lands and tenements for a term of 99 years from the time of his decease, and also a dwelling-house at Exley Head, in the parish of Keighley, with an acre of land thereto adjoining, to the intent that the trustees should, out of the lands conveyed for the term of 99 years, raise 100*l.* to be laid out by them in the purchase of lands, and apply the rents thereof, together with the rents of the dwelling-house and land at Exley Head, for the support and maintenance of an usher, who should teach and instruct such children as should come to learn and be taught in the free-school of Keighley, in the English and Latin tongue, with the upper-master in the said school; such usher to be elected by the feoffees, or the major part of them, with the consent of the parson of the parish of Keighley, and the upper-school-master of the said school, for the time being, and in case of any disagreement touching such usher, the same to be referred to and reconciled by the parson of the parish of Keighley; and it was declared, that if the usher should be negligent in the discharge of his duty he should be displaced by the trustees; and that the usher should inhabit and dwell within the town of Keighley; and that when the trustees should be reduced to the number of two, the survivors should elect another person of good rank, of the manor of Keighley, and convey the trust-estate to the use of the surviving and new-elected trustees and their heirs.

The sum of 100*l.* was raised and laid out by the trustees in the purchase of an estate at Pondon, in the township of Haworth, in the parish of Bradford, consisting of a house, out-houses, and about 15 acres of land.

The house and acre of land at Exley Head are let to the overseers of the poor of Keighley, at the yearly rent of 15*l.* 15*s.*, and the property at Pondon is let to William Judson, as yearly tenant, at 25*l.* a year, and the whole is let at the fair annual value.

The present trustees of this charity are Messrs. Robert Dawson and Thomas Dawson.

The rents of the property have been uniformly paid to an usher, chosen by the trustees, with the consent of the rector and schoolmaster, to keep school in a room adjoining the upper school, for the instruction of the younger children of the inhabitants in English, until fit to be placed under the upper-master, the school being free to all children living within the parish; but the late usher, who died nearly a year ago, having for a short time before his death been incapable of attending to the duties of his office, the trustees engaged an assistant for him, and have since continued to employ the same person at a salary amounting to half the annual rents of the property, and they retain the other half for paying the expense of rebuilding a wall on the farm at Pondon, which was washed down about two years ago by a flood; it is intended however to appoint a new usher, and at the time of this inquiry endeavours had been made to procure one.

THE FREE SCHOOL AT HAREHILL.

The Free School at
Harehill.

Sarah Heaton, by Will, dated the 27th June 1738, devised unto Nathan Midgley all her real and personal estate, subject to the payment of her debts and legacies, and directed him, at or before the end of three years after her decease, to pay 200*l.*, with interest at the rate of four per cent, to Nathan Pighills, Robert Sugden, and William Midgley, whom she appointed trustees for the purposes aftermentioned; and she directed the said trustees to expend 30*l.*, being the three years interest of the legacy, in erecting a school-house upon the waste-ground between Harehill and Willhead, in the parish of Keighley, and to make choice of a master for teaching English and Latin scholars in the school; and she gave them power to displace the master, and choose another; and she ordered the trustees and their successors to pay, half-yearly, to the master, the interest and profits of the said 200*l.* (their own necessary charges being first deducted), and to lay out the 200*l.* in the purchase of a freehold estate in the West Riding of Yorkshire, as near the school as they could;

could ; and she desired the yearly income of the land so purchased to go to the said school, and that the school should be only free for the lordship of Oakworth, and a house called Crosse, belonging unto William Midgley, one of the trustees, and for Newsholme, and all the houses above Newsholme, in the parish of Keighley and Slitherey Ford ; and that the master for the time being should teach such boys and girls belonging to the places aforesaid without requiring any salary ; and she declared her will to be, that when any one or more of the trustees should die, it should be in the power of the major part of the freeholders within the manor of Oakworth to make choice of another person or persons to be a trustee or trustees of the said school ; and she desired that the master for the time being should keep the school-house in good repair.

Trustees have been elected from time to time as directed.

The legacy of 200*l.* was laid out by the trustees in the year 1744, with 50*l.* more borrowed for the purpose, in the purchase of an estate called Whitehill, situate near Newsholme in this parish, which was conveyed to the uses of the charity.

The estate, including allotments since awarded to the charity on the inclosure of the commons in Keighley, comprises a farm-house, barn, and out-buildings, and 50 days work, or about 33 acres of land, and the whole is let to Joseph Heaton, as yearly tenant, at the rent of 33*l.* per annum, which is stated to be the fair annual value.

The sum of 30*l.*, the three first years interest of the legacy, was applied, with money raised by subscription, in building a school-house ; and a dwelling-house for the master, containing four rooms, has since been erected, partly by subscription, and partly with the sum of 90*l.* borrowed for the purpose ; and a further sum of 15*l.* also borrowed by the trustees has been laid out in inclosing a small piece of ground from the waste, which is attached to the school-premises.

The rents of the charity-estate are received by the trustees, and after deducting 6*l.* 16*s.* 6*d.* a year for interest of the money borrowed, are paid to the master, who is appointed by the trustees with the concurrence of the heir-at-law of the founder. The school is conducted as a free-school for the education of children of inhabitants of the places mentioned in the will, and other children are instructed at the charge of their friends, the whole number at present being about 60. The scholars are instructed in English reading, and the free-scholars pay each 4*d.* a week for instruction in writing and arithmetic: no Latin is remembered ever to have been taught at the school.

Keighley.

The Free School at Harehill,

continued.

PARISH OF SEDBERGH.

THE FREE GRAMMAR-SCHOOL.

By Letters Patent, dated 14th May, in the fifth year of King Edward VI. reciting that a grammar-school had been then lately founded and erected by Roger Lupton, clerk, in Sedbergh, out of the rents and revenues of the lands and possessions of a certain chauntry, there called Lupton Chauntry, which lands and possessions had fallen into his Majesty's hands by reason of the Act for dissolving Chauntries, &c. and had been sold, so that the school could not be supported out of the revenues thereof, his Majesty therefore, on the petition as well of the inhabitants of the town of Sedbergh, as of a great many others in that whole neighbouring country for a grammar-school within the parish of Sedbergh to be erected, continued, and established for the instruction of boys and young men, granted and ordained that there should be a grammar-school in the parish of Sedbergh, which should be called the Free Grammar School of King Edward VI. for the education, institution, and instruction of boys and young men in grammar, and that such school should be continued of one master, and one sub-pedagogue, or usher; and his Majesty thereby granted and ordained that there should be within the town and parish of Sedbergh, 12 men of the more discreet and honest inhabitants of the same town and parish, who should be called governors of the possessions, revenues, and goods of the said school ; and his Majesty thereby declared that James Ducket, and eleven others therein

Sedbergh.

The Free Grammar School.

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The Free Grammar
School,
continued.

named, inhabitants of the said town and parish, should be the first governors during their lives, and that they should be a body corporate by the name of the Governors of the Possessions, Revenues, and Goods of the Free Grammar-school of King Edward VI. in Sedbergh, in the county of York; and they were thereby incorporated, and made capable of possessing lands and hereditaments; and his Majesty thereby ordained, that when one or more of the 12 governors should die, or elsewhere inhabit without the town and parish of Sedbergh, and depart with his or their family, or families, that then it should be lawful for the other governors surviving, and there with their families dwelling, or the greater part of them, to elect and nominate into the place or places of him or them so dying, &c. another fit person, or other fit persons of the inhabitants of the said town and parish to succeed in the said office of governor, and that as often as the case should happen; and his Majesty thereby granted to the said governors, the rectory and church of Weston, with the appurtenances, in the county of York, theretofore given for the support of anniversaries in the cathedral church of York; and the advowson and right of patronage to the vicarial church of Weston, and a messuage and barn, and a meadow containing $1\frac{1}{2}$ acre, and two closes of land, containing two acres; and eight acres of arable land, in the occupation of Richard Waterhouse, situate in the parish of Halifax, in the county of York, and to the late free chapel of Coley, in the parish of Halifax, formerly belonging, and all other lands and hereditaments to the said late free chapel of Coley belonging; and also a messuage, with the appurtenances, called Deep Mire, in the parish of Melling, in the county of Lancaster, to the late Guild, called the Rood Guild, in Sedbergh, formerly belonging, and all other lands and hereditaments to the same guild belonging; and two closes, containing $2\frac{1}{2}$ acres, in Scyrcote, in the parish of Halifax, to the late chantry, called Hunter's Chantry, in Halifax, formerly belonging; and a cottage, and all lands, commodities, and profits to the same belonging, with the appurtenances, situate in Fishlake, in the county of York, formerly given for the support of a lamb in the church of Fishlake; and also the lands called St. Mary Croft, containing $7\frac{1}{4}$ acres, in the parish of Thorne, in the city of York, to the late chantry of the Blessed Virgin Mary, in the church of Thorne, formerly belonging; and a messuage, and 10 acres of land, and half an acre of meadow, in the occupation of Edward Holmes, and all the messuages, lands, and hereditaments called Manthing, and all other lands and hereditaments containing by estimation 30 acres, lying in Bramwith and Barneby, or elsewhere in the county of York, to the late chantry of the Blessed Mary in Barneby-upon-Dun, in the county of York, formerly belonging; and the messuage, cottage, lands, and hereditaments, in the occupation of John Green, in Bramwith and Barneby aforesaid, to the said last-mentioned chantry formerly belonging; and one acre of meadow in the Westhalfe, in Bramwith, to the said last-mentioned chantry formerly belonging; and half an acre of land in the Thwaite, in the township of Thorpe, in the county of York, to the said late chantry in Barneby formerly belonging; and one acre of meadow in the Old Ings, in Barneby and Fishlake, or elsewhere, to the said last-mentioned chantry formerly belonging; and a messuage and 18 acres of land, and 16 acres of meadow, in Stayneforde, in the county of York, to the late Jesus College in Rotheram formerly belonging; and a messuage, and all lands and hereditaments in the parish of Fishlake and Haytefelde, in the county of York, to the said late Jesus College in Rotheram formerly belonging; and also all the late chantry of St. Nicholas, in Ilkeley in the county of York, and all the messuages, lands, and hereditaments, called by the several names therein mentioned, with the appurtenances, situate in Ilkeley, to the said late chantry of Ilkeley formerly belonging, and all other lands and hereditaments in Ilkeley and elsewhere to the said last-mentioned chantry belonging; which several messuages, lands, and premises then amounted to the clear yearly value of 20*l.* 13*s.* 10*d.*; To hold the same to the said governors and their successors, as of the manor of Wakefield, in the county of York; subject, as to the possessions of the late Free Chapel of Coley, to the yearly payment to his Majesty of sixteen pence; and, as to the said closes in Scyrcote, to the yearly payment of twopence halfpenny; and, as to the said messuages and hereditaments in Barneby, of the yearly rent of thirteen pence halfpenny, and also the yearly rent of 4*d.*: and his Majesty thereby constituted Robert Heblethwaite, clerk, master of the said free grammar-school, to hold that office for his life, and ordained that the said Robert Heblethwaite, for the

the exercise of the office of the master of the school, should receive all the rents and profits of the said lands and premises, together with the nomination and appointment of the under-master or usher of the said school during the time which the said Robert Heblethwaite should continue in the said office: And, after reciting, that in consideration of 1,000*l.* given by the said Roger Lupton, to the master and fellows and scholars of the College of St. John the Evangelist in the University of Cambridge, it was agreed and consented between the said Roger Lupton and the said master, fellows, and scholars, that the said master, fellows, and scholars, among the rest of the statutes which by the executors of Margaret Countess of Richmond and Derby, foundress of the same college, were ordained to be incorporated, should make certain statutes and ordinances for two fellows and eight scholars to be maintained in the same college, over and above the scholars instituted for the foundress aforesaid, and for other benefactors of the same college, which two fellows and eight scholars should come instructed from the grammar-school of Sedbergh, founded as aforesaid by the said Roger Lupton, according to certain writings, covenants, and ordinances in that particular made, by virtue of which the said master, fellows, and scholars had always theretofore maintained, and ought to maintain in the same college, two fellows and eight scholars coming instructed from the school of Sedbergh; his Majesty therefore thereby ordained that the same two fellows and eight scholars to be maintained in the said college should thenceforth come instructed from the school in Sedbergh thereby erected, as they used to come and be elected from the school erected by the said Roger Lupton in Sedbergh; and his Majesty thereby further ordained, that after the decease of the said Heblethwaite it should be lawful for the master, fellows, and scholars of St. John's College in Cambridge aforesaid, to nominate and elect a master of the said school as often as the school should be void of a master; and if they should not nominate and elect another master within the space of one month after notice given to them of the death of the master of the said school, that then it should be lawful for the said governors for the time being, with the consent of the bishop within whose diocese the town of Sedbergh is, to elect and nominate a master of the said school, and that as often as the case should so happen: and his Majesty thereby ordained that the master of the said school for the time being should from time to time have the nomination and appointment of the usher of the school for the time being; and his Majesty thereby ordained that the said governors, with the advice and consent of the master and fellows of St. John's College aforesaid for the time being, should from time to time make and be able to make fit and wholesome statutes and ordinances in writing, concerning and touching the order, government and direction of the master, and sub-master or usher, and of the scholars of the school for the time being, and other things touching and concerning the school, and the order, government, preservation, and disposition of the rents and revenues for the support of the school appointed and to be appointed, and also touching and concerning the maintenance, election, and admission of the said two fellows and eight scholars coming from the said school to be maintained in the said college, which statutes and ordinances thus to be made his Majesty willed and thereby commanded to be inviolably observed from time to time for ever; and his Majesty willed and ordained thereby that all issues, rents, revenues, and profits yearly, and from time to time clearly proceeding from and in the lands and hereditaments aforesaid, and in future to be granted for the support of the said school, should be expended, applied, and converted into stipends and salaries, and the support of the master, and under-master or usher of the school, and not otherwise, nor to any other uses or purposes; and further, that the house where the school was theretofore kept in Sedbergh, and the mansion-house of the master of that school, should remain and be converted to the like uses and purposes of the said school and of the mansion of the master, as was theretofore accustomed, and that the master for the time being should hold and enjoy the same houses, together with all the edifices, lands, gardens, and other profits, commodities, and easements to the same belonging, or with the same used and occupied, as was theretofore accustomed.

The corporation of governors has been regularly maintained by election on vacancies occurring in their number, and the governors have exercised the powers vested in them by the charter as to the management of the property and revenues of the school.

Sedbergh.

The Free Grammar
School,
continued.

Sedbergh.

The Free Grammar
School,
continued.

The successive masters of the school have been appointed by the master and fellows of St. John's College, Cambridge, except in one instance, when through default of nomination on their part the appointment devolved upon the governors.

The master of the school occupies the school-house and two closes of land adjoining, and the rest of the property belonging to the school is let by the governors, and the clear income arising therefrom is paid by them to the principal master, according to the custom which has uniformly prevailed as long as is known.

The estates are properly let and managed, and the trustees hold meetings twice a year for settling the business of the trust. The rents of the estate which are let, amount at present to somewhat more than 500*l.* a year, as appears by the following statement of the particulars and rental :

PROPERTY.	SITUATION.	TERM.	RENT. £. s. d.	OCCUPIER.	Explanatory Observations.
Dwelling-house and garden - - - }	Sedbergh - - -	- - -	- - -	the master -	{ These premises were received in exchange in 1799, for a parcel of ground called Sedbergh Ing, in the parish of Halifax, containing 2 A. 2 R. 22 P. then let for 10 <i>l.</i> a year. The exchange was made with the concurrence of the master and fellows of St. John's College, and was very advantageous to the school. The present master has enlarged and greatly improved the house at his own expense.
Lofthouse estate : 1st. Two closes - 2d. Farm-house, build- ings and land - - }	Ditto - - - Ditto - - -	- - - year to year	- - - 33 - -	Ditto. William Ellis.	
The master's house, &c. and Lofthouse estate contains to- gether 18 A. 2 R. 9 P.					
Farm-house and build- ings, and about 58½ acres of land - - }	Haycoat in town- ship of Dent, and parish of Sedbergh }	ditto -	40 - -	E. Capstick -	{ The property at Dent was taken in exchange under an Act of Parliament passed in 1773, for the tithes and advowson of Weston, mentioned in the charter.
Farm-house and build- ings, and about 67 A. 2 R. of land - - }	Deepdale Head, Dent - - - }	year to year	60 - -	S. Hebden.	
Deepmire lands, 54 A. and allotment 21 A. - }	Township of Ark- holme, in the parish of Melling, Lanca- shire - - - }	three years	33 - -	{ William and John Atkinson.	year to year.
Messuage, cottages, and land, together, 68 A. O R. 35 P. and four cattlegates - }	Ilkley, Yorkshire -	{ 21 years from 1804 }	90 - -	N. Cunliffe.	
Messuage and lands, 50 A. O R. 36 P. and seven cattlegates - }	Ditto - - -	{ 21 years from 1822 }	84 - -	{ John and Wil- liam Bolling.	
House, buildings, and 19 A. O R. 31 P. of land }	Shelf, near Halifax	{ 21 years from 1806 }	30 - -	S. Asquith.	
Farm-house, build- ings, and 71 A. 3 R. 26 P. of land, and rentcharge of 10 <i>s.</i> a year out of lands called Batty's - }	Barnby Dun, near Doncaster - - }	{ 21 years from 1821 }	70 - -	{ S. Walker de- ceased, and H. Walker.	

PROPERTY.	SITUATION.	TERM.	RENT.	OCCUPIER.	Explanatory Observations.
			£. s. d.		
Message and garth land - A. 31 3 3 allotment 8 2 20 4 allotments 10 3 35	At and near Stain- forth, in the parish of Hatfield, York- shire - - - }				
Seven acres of land -	Thorne, Yorkshire	year to year	24 - - only 20 <i>l.</i> paid.	R. England.	
Manor of Bramwith, and certain small fee or quit-rents, amount- ing together to 3 <i>l.</i> 14 <i>s.</i> 8 <i>d.</i> a year, pay- able in respect of dif- ferent dales of land -	Bramwith Wood- house, near Don- caster - - - }	- - -	- - -	- - -	{ A steward is appoint- ed for the manor, but from the lands having been inclosed, &c. it has become impracticable to collect the rents.

The school has always been maintained as a grammar-school, free for all boys properly qualified to enter upon an education in grammatical learning, without restriction. It has at different times been so conducted as to maintain a high reputation, and has long been considered one of the principal grammar-schools in the north of England.

Sedbergh.
The Free Grammar
School,
continued.

For some time before the death of the late master, which occurred in 1819, the school appears to have been much neglected by him, and he provided no proper usher to assist him in the instruction of the scholars, in consequence of which the school was reduced to a low state, and at the time of the present master's appointment was attended by six or seven scholars only ; but at the time of this Inquiry in 1824, there were about 39 scholars in the school, 15 or 16 of whom were boarded in the master's house, six were natives of the town or neighbourhood, and the rest were boys from a distance, boarded in the town. The scholars were instructed by the master, with the assistance of an usher, to whom he allowed a stipend of 100*l.* a year, and the school appeared to be conducted with much credit, and with great anxiety on the part of the master for its advancement.

We find from the information of the governors, of which there is no reason to doubt the accuracy, that the school has always, consistently with the terms of the charter, been free for boys from any quarter, and that no payments to the master or usher have been usual, except those of a small sum on entrance, and an annual sum at Shrovetive, called a Cockpenny, the amount of which was discretionary with the parents or friends of the respective boys, and was sometimes not paid at all ; but the present master shortly after his appointment, finding the number of scholars to increase, and entertainig a doubt about the unlimited freedom of admission to the school (after making an application to the master and fellows of St. John's College, whom he understood to be the visitors of the school, on the subject, and receiving from them an answer which left the matter for the time to his own discretion) made a demand of five guineas a year for each scholar not born within the town and parish of Sedbergh, and substituted that charge in lieu of the former general customary payments for all boys, which he relinquished. The governors protested against this innovation ; and finding that it led to complaint and dissatisfaction, represented their opinion on the subject to the master and fellows of St. John's College, but the communication had not at the time of this Inquiry produced any satisfactory answer or result.

As it appeared to us that the demand made by the master was contrary to the constitution and usage of the school, and the governors were apprehensive that the allowance of it might open the way to the exaction of indefinite charges, and were of opinion, that with a view to the future, it was expedient that some regulations should be made for the conduct of the master, and the management of the school, we recommended them to prepare a set of regulations prohibitory of the charges, and suitable to the nature of the Institution, and the exigencies of the case, and to submit the regulations to the masters and fellows of St. John's, in order to obtain their assent thereto ; but since our investigation of this charity, we have been informed that the charges and demand made by the master have been abandoned.

PARISH OF SKIPTON.

THE FREE GRAMMAR SCHOOL.

Skipton.

The Free Grammar
School.

By Indentures, dated 1st September, 2d Edward VI., *William Ermystead*, clerk, conveyed to Sir Ingram Clifford, knt., and 12 other trustees, certain messuages, lands and hereditaments in Addingham, Skipton, and Eastby, to the intent that they should receive the rents and profits thereof, and with the same perform the several things specified and declared in a schedule thereto annexed, for the supporting, governing and good ordering of the school which the said William Ermystead had determined to establish in Skipton for the education and instruction of boys, according to the ordinances by him declared; and the said William Ermystead thereby required, that when the number of trustees should be reduced by death to five, the survivors should immediately convey the premises to other discreet persons, to the number of 13 at the least, to the same uses.

By a schedule annexed to the deed, the said William Ermystead ordained that there should be a school in Skipton for boys, to be instructed in the grammatical tongue, to be kept in a school-house in Skipton which he had then lately bought; that the master of the school should be a chaplain or priest, and that he should inform the boys in the alphabet, and afterwards proceed in order in the art of grammar and rudiments of the same, in the manner therein pointed out; and that he should be present in the parish-church of Skipton every Lord's Day and festival, and perform service in the church on Sundays and festivals, and three days every week, before seven in the morning; that if he should dilapidate, and not sufficiently preserve the buildings, lands and tenements belonging to the school, or not faithfully observe and fulfil all the matters thereinbefore mentioned incumbent upon him, be convicted of the offences therein mentioned, or be permanently disabled from exercising the sacerdotal office, or instructing the boys, or not be able to discharge the office aforesaid, he should be removed from and deprived of his place by the vicar or curate, and the guardians of the church there for the time being; that the said chaplain and his successors should have and receive yearly for their support the rents, profits and emoluments of all the messuages, lands and tenements to the said trustees given and granted; that the right of nominating, ordaining and presenting a fit chaplain to the office of schoolmaster on a vacancy should appertain to the said vicar and his successors, and to the guardians of the church aforesaid for the time being*; but that if they should within one month from the time of the cessation of the office nominate and place no fit and proper chaplain to the said service, then that so often the right of nominating, admitting, inducting and placing a fit and proper chaplain for that turn should devolve upon the master or rector of Lincoln College in Oxford, and the fellows of the same college, and their successors; and if the said master or rector and fellows should not nominate and place a fit chaplain as aforesaid for the space of one month after it should come to their knowledge, then the nomination and placing a fit chaplain to the place should devolve to the Dean and Chapter of St. Paul, London, for that turn, and no other; and in default of their nominating by the space of one month after suitable notice, then the right of nominating a chaplain should return to the said vicar and his successors, and the churchwardens for the time being. The schedule also directs that after the decease of the founder, and the termination of the demises to be made by him, the right of making new leases should appertain to the vicar and churchwardens of Skipton for the time being, "and the chaplain of the school aforesaid holding the reins aforesaid," so that the emoluments collected therefrom by the same be expended for reparation and support of the schoolmaster and the school; and that as often as there should be only four trustees living they should enfeof the lands, tenements and premises to some of the more discreet and substantial parishioners of Skipton, unto the number of 13 persons.

By

* *Note.*—It was decided by the Court of King's Bench in 1795, that the power of appointing the schoolmaster was well executed by the vicar and a majority of the churchwardens. Withnell v. Gartham, 6 T. R. 388.

By a Decree of Commissioners of Charitable Uses, bearing date the 22d May 1699, it was decreed that Edward Benson, the then only surviving trustee, should convey the school-lands unto 13 persons therein named upon the trusts aforesaid, and that the trustees, and the survivors of them, should have power, with the vicar and churchwardens of the parish of Skipton, and the master of the school, to let leases of the lands according to the intention of the founder, and that when the feoffees should die to the number of four the premises should be conveyed to the uses of the surviving feoffees and nine other persons, to be by them nominated, so as to make up the number of 13 trustees, and so *toties quoties*.

The last conveyance to new trustees is dated the 1st January 1721, and the legal estate in the school-lands is now vested in the Earl of Thanet, as heir-at-law of the last surviving trustee.

The school premises consist of a commodious dwelling-house for the master, containing several apartments adapted to the reception of boarders, with a school, a barn, garden, and other conveniences adjoining. Since the appointment of the present master, which was in January 1825, he has laid out above 500*l.* in necessary repairs and proper improvements of the school premises, which had become considerably dilapidated through the neglect of the late master.

The school-estates consist of the following particulars :

Certain messuages and lands in the parish of Addingham, containing together 189*A.* 1*R.* 19*P.*, and the third part of four closes, called Yellow Sykes, the whole containing 16*A.* 2*R.* 12*P.* This property is let in parcels to Mary Cockshutt, John Cockshutt, William Risworth, Stephen Hudson, Thomas Cockshutt, and Joseph Wright, as yearly tenants, at rents amounting together to 243*l.* per annum, which appears to be the full annual value.

Two cottages, with other buildings, and several closes of land at Eastby, containing together 50*A.* 2*R.* 30*P.* Part of these premises, viz. a close of 9*A.* 1*R.* 38*P.*, is let to Jonathan Mason on a lease for five years, at 13*l.* a year, and the rest of the property is let to Mr. Theodore Heelis, as yearly tenant, at 45*l.* a year, which is represented by the master to be considerably below the annual value.

Two houses and three cottages in the town of Skipton, and certain lands in the township, consisting of 67 acres, old inclosure, and an allotment of sixteen acres on Rumblesmoor. This property is partly in the occupation of, and partly let by, the master himself. One of the houses has in part fallen down, and is uninhabited. The old inclosed land is valuable, but the inclosure on the Moor is of trifling value, and the whole of the last-mentioned property may be estimated at upwards of 200*l.* per annum.

Great repairs are requisite to be done to the buildings on the different estates.

In addition to the rents and profits of the school-estate the master receives a stipend from the Crown of 3*l.* 15*s.* 10*d.*, and the dividends of 719*l.* new four per cent annuities, standing in the name of the Earl of Thanet, and the interest of 150*l.* secured by the promissory note of Lord Ribblesdale and others, trustees of the Clitheroe Road. Part of the money invested in stock, and that secured by the promissory note, arose from the sale of limestone taken or dug out of a piece of land forming part of the estate at Skipton.

The late master of the school was appointed by the rector and fellows of Lincoln College, Oxford, in November 1796; and at the time of our Inquiry into the Charities at Skipton we found, that, with the help of two or three assistants, he kept a school, which was resorted to by a considerable number of children of the lower classes for instruction in the inferior branches of learning, but that the school possessed no reputation and could scarcely be said to be conducted as a seminary for classical education. The conduct and general character of the master appear to have created much dissatisfaction in the place and neighbourhood, and endeavours had been made by the vicar and churchwardens to remove him from his office, and to obtain possession of the school-property, which were followed up by an action of ejectment on their part, and a bill in Chancery on the part of the master, for an injunction to restrain further proceedings in the action. These suits were pending at the time of our Inquiry; and a great deal of inquiry and discussion respecting the conduct of the parties on each side, and the questions which had arisen in the course of the dispute,

Skipton.

The Free Grammar
School,
continued.

Skipton.

The Free Grammar
School,
continued.

was necessarily entered into, in order that a correct representation of the state of the charity might be made. The late master however died soon after the examination was concluded, and it would in consequence be of little or no use to enter upon a detail of circumstances which it might otherwise perhaps have been proper to state. The gentleman who has lately been appointed master appears to be endeavouring to put the school into a course of management calculated to answer the founder's intention, and promote the proper objects of the Institution. He states that the school is now conducted as a grammar-school, and that such boys only are admitted as can read the *Accidence*; that they are taught gratuitously, and pay nothing for instruction, in writing and accounts, though for the latter the master considers himself entitled to make such charge as he thinks proper; that there are now about 70 boys regularly attending the school, who are between the ages of eight and 17 years, or thereabouts; that the master has two assistants, and that all the boys are from the town or immediate neighbourhood of Skipton, except about ten, who are boarded, some of them in the town, and the rest of them in the master's house.

THE CLERK'S SCHOOL.

The Clerk's School.

The revenues of this school consist of an annual sum of 12*l.*, paid in respect of an estate at Wike, in the county of York, the property of the Earl of Harewood.

We have met with no writings relating to the endowment, except a case for the opinion of counsel, and the opinion thereon, dated in 1746, which are in the possession of Mr. Alcock, solicitor, of Skipton. It appears from the case, that there were then in existence the copies of certain deeds relating to the charity, but that the deeds themselves were missing; and by the statement in the case, it is represented that *William Armystead*, by a Deed, dated in the 2d and 3d of Philip and Mary, conveyed certain lands at Wyke and elsewhere to feoffees, for certain uses declared in a schedule thereto annexed, dated the 21st August, in the same year, by which schedule he appointed that the feoffees, their heirs and assigns, and new feoffees to be chosen after them, should stand seised of the premises, upon trust, to employ the rents and profits thereof towards finding and maintaining a clerk sufficiently learned to teach without other reward all such scholars as should resort to him every day in the week, in spelling and reading the A. B. C., the Primer, and Psalter, in Latin; the scholars that sing, to help to maintain God's service in Skipton upon Sundays and festival days; and that all the rents and profits of the premises should be paid to the then parish-clerk of Skipton, and to all others his successors, parish-clerks of Skipton, that would freely and diligently teach children as aforesaid; and for want of a clerk that would teach children as aforesaid, that the schoolmaster of the grammar-school, the vicar of Skipton, and two of the eldest churchwardens of Skipton, should order the rents and profits, to find an usher in the grammar-school there to teach as aforesaid, in the little school-house built in the church-yard. It is also stated in the case, that the feoffees in 1633 absolutely conveyed the lands and premises in the deed mentioned to Thomas Viscount Wentworth, for the increased salary of 4*l.* a year, making in all 12*l.* a year, the salary being 8*l.* a year before; and that the hereditaments and premises were then the estate of the representatives of the then late Lady Hastings, and that the said sum of 12*l.* a year had been duly paid by her steward and her predecessors.

We have caused searches to be made for the original deeds referred to in the case, but they have not been found, and we have also applied for information on the subject to the steward of the Earl of Harewood; but he states that he cannot discover how the payment originated, nor the extent of the land subject to it, and that all he can find respecting it is a remark made by the owner of the Wike estate at the time it was offered for sale to the late Earl of Harewood, that such a payment was made from the estate, and his Lordship purchased the property subject to such payment.

The masters of this school have always, as far as is known, except in two instances, been the parish-clerks of Skipton for the time being, and they have been accustomed to instruct in reading, without charge, the children of poor persons in Skipton, the number of free-scholars not being fixed by usage or otherwise,

otherwise, in a school which stood in the church-yard ; but about 10 years ago the building having fallen into decay it was taken down, and a National School for boys being then established in Skipton, of which the parish-clerk is the master, the payment of 12*l.* a year has since been considered to be and forms part of his salary as teacher of that school, the remainder of his salary arising partly from voluntary subscriptions, and partly from small payments made for the instruction of some of the boys by their parents.

Skipton.

The Clerk's School,

continued.

The school is reported to be extremely well conducted. There is also a National School for girls at Skipton, which was built and is supported by voluntary contributions.

WAPENTAKE OF STRAFFORTH AND TICKHILL.

PARISH OF ADWICK-LE-STREET.

DOLES.

Adwick-le-Street.

Doles.

DONORS and GIFTS.	Annual Amount.	PROPERTY CHARGED.	APPLICATION.
	£. s. d.		
William Adams, by will, in 1593, for the poor - - }	1 - -	{ Howfield Close in the parish of Owston, the property of P. D. Cooke, esq. }	{ Distributed with the Communion-money.
Unknown, for the poor - -	- 10 6	{ Farm at Pigburn, the property of the trustees of the late P. Thellusson, esq. - - - }	Ditto.
Unknown - - -	- 13 4	{ Hutton Pagnell Tithes, the property of St. Andrew Warde, esq. - - }	Given to a poor widow.
Thomas Cartwright alias Vicars, one of the payments mentioned in the account of this charity in the Report of General Charities - - }	- 13 4	{ Land at Scawsby, the property of Mr. Thellusson's trustees - - }	Ditto.

HEDGES'S CHARITY.

The Reverend *William Hedges*, late vicar of Adwick, who died in 1811, by his Will bequeathed to the rector of Thirbergh and the vicar of Adwick-in-the-street, and their successors, 200*l.* three per cent. reduced annuities, upon trust, to apply the dividends thereof on Christmas-day, yearly, in moieties to and among such poor persons of the parishes of Adwick-le-Street and Thirbergh, as the rector and vicar, and churchwardens of the parishes, should consider proper objects: and he gave to the said rector and vicar, and their successors, 350*l.* like stock, in trust, to apply the dividends thereof in paying a teacher, to be appointed by the vicar and churchwardens of Adwick, for constantly teaching in reading and writing, in one course of annual schooling, ten poor children of that parish, boys and girls, of equal or unequal number, at the discretion of the vicar and churchwardens.

Hedges's Charity.

The stock was transferred in 1812 to the Rev. Henry Milner, LL.D., rector of Thirbergh, and vicar of Adwick, and the dividends are applied in due proportions for the purposes and in the manner directed by the will.

PARISH OF ARMTHORPE.

POORS ESTATE.

On the inclosure of Low Common, in Armthorpe, in or about the year 1671, a part thereof, consisting of 29 acres, or thereabouts, was by agreement between the lord of the manor and freeholders set apart for the use of the poor, as a compensation for some rights or privileges which they had been used to enjoy ; and the land is under the direction of the rector, the lord of the manor, and the proprietors of land in the parish, as trustees. The land is usually let for a term of five years to the highest bidder, the present rent being 11*l.*, the full value. The sum of 1*l.* a year is paid as a compensation for tithes, and

Armthorpe.

Poors Estate.

Armthorpe.

the residue of the rent is distributed yearly, at Christmas, at a parish-meeting, among poor persons not receiving constant parochial relief, in sums of 10s. and upwards.

HOLMES'S CHARITY, AND SCHOOL LAND.

Holmes's Charity,
and School Land.

Ann Holmes, by Will, dated in 1689, gave a rentcharge of 2*l.* 10*s.* a year for teaching six poor children, and apprenticing boys, which is paid out of an estate called Bella Hall, in the parish of Grimstone, the property of Lord Howden.

A piece of land, consisting of 2*a.* 3*r.*, was allotted on an inclosure in 1754, for the use of a schoolmaster, and is let from time to time to the highest bidder, the present rent being 3*l.* 3*s.*

The master of the parish-school receives the rentcharge and rent of the land, and teaches 10 poor children as free-scholars to read, and instructs them and others who attend the school in other branches of learning on such terms as he agrees upon with their parents.

SCHOLEY'S CHARITY.

Scholey's Charity.

Two cottages under one roof, with a barn, and garden of 2*r.* 29*p.* were given, as is understood, by one *George Scholey*, for the use of the parish-clerk and sexton, and the same, with an allotment of 2*a.* 3*r.* 17*p.* awarded in lieu of common-right, are accordingly held and occupied by the clerk and sexton jointly.

BELL ROPE LAND.

Bellrope Land.

An allotment of 1*a.* 0*r.* 16*p.* given in lieu of land appropriated from ancient time to the finding of church bellropes, is let by the churchwardens to the highest bidder, the present rent being 2*l.*, and the rent is carried by the churchwardens to their general account.

PARISH OF BARNBY DUN.

COUNTESS OF SUTHERLAND'S CHARITY.

Barnby Dun.

Countess of Suther-
land's Charity.

Frances Countess of Sutherland, in or about the year 1731, bequeathed to Sir William Wynne and Thomas Bridgen all her personal estate, upon trust, to lay out 800*l.* in a purchase of lands; and she directed that out of the rents thereof, or the produce of the personal estate until such purchase should be made, the minister of the parish of Barnby Dun should have one guinea for preaching a sermon there yearly on every 1st day of August; and four poor women of the town of Bramwith, or in the parish of Barnby Dun, to be nominated by the minister of the parish and the two next adjoining Justices of the peace, should have 2*s.* a-piece every week, and one gown and one chaldron of coals a-piece once in every two years; and that the remainder of the rents and profits of the land, or produce of the personal estate should be laid out for the maintenance and education of such number of poor boys and girls of the town of Bramwith, and under such establishment and regulation, and that such charity should be vested in such trustees as Sir William Wynne should, by instrument in writing, by him signed and sealed in presence of two witnesses, appoint; and on failure of appointment, that the charity should be established by the like direction of the minister of Barnby Dun, and such two Justices of the peace as should reside in or next adjoining to the said parish; and her will was, that the minister of the parish of Barnby Dun for the time being should teach and instruct such poor boys, in case he should think fit to accept of the salary.

In pursuance of a Decree of the Court of Chancery, made the 7th March 1742, in a suit for establishing the charity, (by which it was directed that the principal and interest of the sum of 800*l.* should be laid out in the purchase of land, and until such purchase could be made, in government securities,) the money found to be due in respect of the principal and interest of the sum of 800*l.* was laid out in the purchase of 1,000*l.* 1*s.* 11*d.* South-Sea stock, in the names of trustees nominated by Sir William Wynne; and by an order in the suit, made 18th January 1787, it was directed, that out of the dividends of the stock, after payment of certain costs therein mentioned, there should be paid yearly to the minister of the parish of Barnby Dun, for preaching a sermon on the 1st August yearly, the sum of 1*l.* 1*s.*; to four poor women of the town of
Bramwith,

Bramwith, in the parish of Barnby Dun, to be nominated from time to time by the minister of that parish, and the two next Justices of the peace for the time being, or the major part of them, 2s. each every week, which was, yearly, 20*l.* 16s. ; for one gown and one chaldron of coals once in two years, to each of such poor women yearly (as computed) the sum of 2*l.* 10s. ; for the maintenance and education of boys and girls of Bramwith aforesaid, (the number to be at the discretion of the trustees for the time being,) the sum of 12*l.* ; to a steward or receiver of the trust-estate (when purchased) yearly, the sum of 2*l.*, which said several sums before mentioned amounted to 38*l.* 7s. yearly ; that the yearly savings (if any) should be laid up as a stock to answer contingences, and the expenses of conveying and assigning the trust-estate to new trustees when occasion required, and other accidental expenses of the trust ; and when the savings should amount to a fit sum the same should be applied towards the maintenance and education of poor boys and girls of Bramwith, at the discretion of the trustees ; that the trustees, or the major part of them, should from time to time make such orders for the regulation and management of the charity as to them should seem meet ; and that upon the death or refusal to act of any of the trustees, the survivors, or the major part of them, should, choose new trustees or a new trustee ; and that whenever the trustees in whom the legal estate of the trust-estate should be vested should be reduced to three, they should convey the trust-estate to the use of themselves and the residue of the trustees for the said charitable purposes.

The dividends of the stock amounting only to 30*l.* per annum, the scheme approved by the Master and Court could not be carried into effect ; and in lieu thereof, the trustees and managers of the charity for many years before, and nearly until the time when the petition after mentioned was presented, were in the habit of paying as follows :

	£.	s.	d..
To the minister for a sermon	-	-	-
To four poor women	-	-	-
For the education of six poor boys	-	-	-
For receiver's expenses	-	-	-
	£.	28	13 8

In 1778, the sum of 1,000*l.* 1s. 11*d.* South-Sea annuities was transferred into the names of Godfrey Wentworth and Richard Ellison, esqrs. and three others, as trustees, all of whom having afterwards died without appointing new trustees, a petition was lately presented in the Court of Chancery by the churchwardens and overseers of the poor of Bramwith, praying that Richard Ellison, esq. the personal representative of the last survivor of the deceased trustees, and other persons in the petition named, might be appointed trustees of the charity, or that it might be referred to one of the Masters of the Court, to appoint some proper persons to be trustees ; and that the trustees so to be appointed might, out of the monies belonging to the charity, pay the costs incurred in and about deducing and making out the personal representation of the surviving trustee of the charity, and incident to that application, and the assignments and transfers of the charity-funds necessary for carrying the order to be made thereon into effect.

On the hearing of the Petition in June 1825 it was referred to the Master to appoint new trustees, and the persons appointed in consequence were Mr. Hall, and Mr. William Martin, of Barnby Dun, Mr. Gresham, Mr. George Martin, of Kirk Sandal, and Mr. Littlewood, of Armthorpe.

The costs of the petitioners and of the representative of the last surviving trustee were taxed by the Master at 113*l.* 9s. 11*d.*, which sum was raised by the sale of 115*l.* 3s. 3*d.*, part of the sum of 1,000*l.* 1s. 11*d.* South-sea stock, by means whereof the charity-fund has been reduced to 884*l.* 18s. 8*d.* Old South-sea annuities, the annual dividends whereof amount to 26*l.* 10s. 9*d.*

At a meeting of four of the trustees of the charity, held the 26th November 1825, the accounts of Thomas Gresham, esq., as manager of the charity-funds for 14 years, and of his father, John Gresham, esq. for 44 years, having been inspected and settled, there was found to be a balance due to Mr. Gresham of 138*l.* 3s., which was ordered to be paid to him ; and Mr. Thomas Hall, one of the trustees, having proffered his services for the management and distribu-

Barnby Dun.

Countess of Sutherland's Charity,

continued.

Barnby Dun.

Countess of Sutherland's Charity,
continued.

tion of the trust-funds, it was ordered that the sum of 135*l.*, being 4½ years dividends on the original stock, which had been in arrear, should be paid over to Mr. Hall, and the accruing dividends should be received and applied by him according to the following scheme, viz.

	£.	s.	d.
To the minister of Barnby Dun, for a sermon - - - - -	1	1	-
To four poor women of Bramwith or Barnby Dun - - - - -	20	16	-
To ditto for gowns and coals - - - - -	2	-	-
To annual expenses for receiving and remitting dividends, &c. - -	-	16	8
To annual accumulation for defraying the expenses of appointing new trustees, and other contingences - - - - -	1	17	1
	£.	26	10 9

And it was further ordered, that the sum of 5*l.* should be paid to Mr. Mereer, for his trouble in tracing the representative of the surviving former trustee, and procuring his concurrence to the appointment to new trustees.

It appears from the above statement that a great loss has been sustained to the charity from the neglect of the late trustees to continue the trust by appointing new ones; and that in consequence, the purpose of the charity, so far as relates to the education of children, has now failed; but inasmuch as that object was by the donor directed to be effected by the application of the remainder of the yearly income only, after providing for the other objects of the charity, it seems that the new scheme by which those objects are to be provided for, though at the expense of the ulterior object, has, under the circumstances of the case, been properly adopted.

MARTIN'S CHARITY.

Martin's Charity.

John Martin, late of Kirk Sandal, gentleman, by Will, dated the 17th May 1798, bequeathed 130*l.*, to be paid out of his personal estate, to his three nephews, John Martin, William Martin, and George Martin, at the end of one year after his death, to be by them placed out at interest, in their names, upon government, real, or other securities, in trust, that they or the survivor of them, his executors, &c. should receive the dividends or interest to arise from the said principal money, and pay and apply the same in teaching and educating five or more such poor children belonging to the township of Barnby upon Dun, as they his said nephews, in their discretion, should think proper objects of that charity, in reading, writing, and accounts, and in providing them proper and useful books for their education, and in buying and providing each of such poor children a pair of new shoes at Martinmas yearly, or such other clothes and necessaries as his said three nephews should think most proper and useful for such children in their situations of life: And he directed that no one child should be kept at school under that charity for above six years from their being admitted into and put to such school, unless any of such children should be lame, or labour under any bodily infirmity, that his said nephews should, in their discretion, think it right and proper for them to be longer continued at such school, and paid out of such charity; provided, and he thereby declared it to be his will and mind, that when and so soon as his said three nephews should by death be reduced to one, then that such one survivor should immediately after the death of his last deceased brother nominate and appoint two such persons as he should think most proper to be joint-trustees with him, who should be duly invested with the trust-money and the dividends or interest to arise therefrom, in trust, for the purposes aforesaid; and so from time to time, so often as the trustees should by death be reduced to one, he should appoint two such persons as aforesaid, to be trustees with him for the said trust-money, dividends, or interest, so that the trust-money might not devolve to the executors or administrators of any one surviving trustee; and that the appointment of such new trustee should be entered in a book to be kept for the entry of the receipts and expenditure of the dividends or interest of the said trust-money; and he thereby appointed Joseph Atkinson and John Littlewood joint-executors of that his will.

Mr. John Martin, one of the testator's nephews, has been some time dead, and Mr. George Martin considers himself responsible for the legacy; and he states that since the testator's death, which happened in 1798, he has paid 7*l.* 10*s.* a year, as interest of the legacy, of which the sum of 5*l.* a year has been

been paid to the master of the parish-school for teaching six poor children appointed by Mr. George Martin, and the sum of 2*l.* 10*s.* a year has been applied by him in buying shoes and books for the children, and that when that sum has been more than sufficient for the purpose he has paid the surplus to the schoolmaster.

It appears to us that this legacy ought forthwith to be paid and secured, and in consequence of our intimation to that effect Mr. George Martin has undertaken to lay out the money at interest on real security, in the names of himself, Mr. William Martin, and some third person, as trustees for the charity.

Barnby Dun.

Martin's Charity,

continued.

ALLOTMENTS.

On the inclosure of the common-lands, &c. an allotment of 5 A. 1 R. 30 P. was awarded for the pinder and school of Barnby Dun.

Allotments.

This allotment is let by the constable to John Ibbetson, at 16*l.* a year, of which the sum of 5*l.* is paid to the pinder, and 11*l.* to the master of the parish-school for teaching six poor children as free-scholars.

Two allotments of land, one called the Lady Meadow, containing 2A. 0R. 10P. and the other called the Charity Land, containing 0A. 2R. 33P. were also awarded to the use of the poor.

These allotments are under the management of the constable, who sells the grass and herbage every year to the highest bidder, and the produce, which varies from 3*l.* to 5*l.* 10*s.* a year, is distributed on the Friday before Christmas-day, at the parish-meeting, among poor persons.

TOWNSHIP OF THORPE IN BALNE.

FRETWELL'S CHARITY.—THE SCHOOL.

James Fretwell, by Will, dated 31st December 1751, devised to Thomas Routh, Michael Woodhouse, and Robert Atkinson, and the constable of Thorpe for the time being, 5*l.* a year, to be paid out of his lands in Norton, to be disposed of as follows; 13*s.* 4*d.* to the minister of Barnby Dun, for preaching two sermons in the afternoon on particular days in the will mentioned; 13*s.* 4*d.* to the minister of Campsall, for two sermons in the afternoon on the days therein mentioned; two Bibles to be purchased to be given to two poor children of the testator's relations, if any such should apply for them; the remainder of the 5*l.* to be applied for teaching poor children to read English, and to instruct them in the principles of the Christian Religion: And he directed that on the death of any of the trustees the survivors should choose new ones, the constable for the time being to be a trustee.

Thorpe in Balne.

—

Fretwell's Charity.

—The School.

The sum of 5*l.* a year is paid to the constable by Mr. Loxley, the proprietor of the estate in Norton, and is paid by him to the master of the school at Thorpe, for teaching a certain number of poor children free.

There is a small piece of land at Branwith purchased with benefactions for teaching children, amounting together to 50*l.* which is let by the constable, and the rent is applied for the support of the school, being partly paid to the master, and partly applied in the repairs of the school.

PARISH OF BOLTON-UPON-DEARNE.
CHARITIES.

DONORS, AND OBJECTS.	Yearly Payment.	Property Charged.	By whom paid.
Reginald Watson, by will, dated 8th April 1693, for the poor of Bolton-upon-Dearne a rentcharge -	£. s. d. 1 - -	Cow Close in Bolton -	{ John Dymond, esquire, owner.
William Spencer, D. D., by will, in 1713, to 5 poor persons settled inhabitants of Bolton, of different families, on 17th December and 17th June, a rent-charge - - -	5 - -	Estate at Bolton - -	{ Mr. John Sheppard, owner.

Bolton-upon-

Dearne.

Charities.

(continued)

Bolton-upon-
Dearne.Charities,
continued.

DONORS, AND OBJECTS.	Yearly Payment.	Property Charged.	By whom paid.
Richard Bingley, of Goldthorpe, in 1756, 50 <i>l.</i> for teaching 5 poor children - }	£. s. d. 2 10 -	Principal sum of 200 <i>l.</i> secured on tolls of turnpike-road from Barnsley to Grange Moor - - }	Treasurer to trustees of turnpike-road.
Elizabeth Pashley, in 1759, 80 <i>l.</i> for teaching 5 poor children, and instructing them in the first 4 rules of Arithmetic, and 20 <i>l.</i> for 4 poor widows - }	4 - -		
Richard Bingley, of Bolton, in 1760, 50 <i>l.</i> for teaching 5 poor children - }	1 - -		
Joseph Johnson, esq. by will in 1802, 50 <i>l.</i> to Joseph Johnson, esq., and Mr. John Sheppard, as trustees, for teaching 5 poor children - - - }	2 10 -	Principal sum of 50 <i>l.</i> secured on tolls of turnpike-road from Doncaster to Salter's Brook - - }	Treasurer to trustees of turnpike-road.
Thomas Cartwright <i>alias</i> Vicars, in 1597, to one poor widow, payable at Brodsworth church (Scawsby Dole) - - - }	- 13 4	Estates mentioned in the deed, of which an abstract is given in this Report.	

The yearly sums above mentioned, payable for poor people, are regularly distributed and paid according to the intention of the benefactors, and the yearly sums for teaching poor children, amounting together to 11*l.* 10*s.* a year, are paid to a schoolmaster at Bolton, for which he teaches 20 poor children, appointed at the parish-meeting as free-scholars, in reading, writing, and arithmetic.

PARISH OF BRAITHWELL,

WATERHOUSE'S GIFT, AND THE CHARITY LAND.

Braithwell.

Waterhouse's Gift,
and the
Charity Land.

By Deed, bearing date 23d September 1613, *Robert Waterhouse* and *Maximilian* his son, in consideration of 20*l.* paid by Philip Waterhouse, charged a messuage and certain lands held therewith, and a close, called the Cow Close, in Conisbrough, now the property of Mr. William Nicholson, with the payment of 20*s.* a year, to be distributed by the vicar, churchwardens, and overseers of the poor of Braithwell, amongst poor persons of that town.

The poors land consists of the following particulars:

1. A house, in Braithwell, and 3*A.* 3*R.* 0*P.* of land lying dispersed in the township, which were purchased by the inhabitants for the use of the poor in 1673, and an allotment of five roods in Micklebring, made on an inclosure in respect of the house in Braithwell:

2. Two acres of land in a field called the Great Field, in Braithwell, three acres of land in the same field, and three roods in a field called Birkwood Field.

These parcels of land were purchased in 1786 with 90*l.*, of which the sum of 60*l.* was bequeathed by John Glendall in 1688, to be laid out in land, upon trust for the payment of 6*s.* 8*d.* to the vicar for a sermon on the first Sunday after St. John's-day yearly, and of 40*s.* a year for the instructing of four poor children, to be chosen by the vicar for the time being; and as to the residue of the rent, upon trust, to be distributed to the poor of Braithwell and Micklebring, at the discretion of the vicar and churchwardens of Braithwell; the further sum of 20*l.* was poors money belonging from time immemorial to the poor of Braithwell, and the remaining 10*l.* was a sum given by certain well-disposed persons, in order to complete the purchase of the premises.

3.—A rood of land near the land in Birkwood Field, and adjoining a road which appears to have been waste ground, given up to the poor on the inclosure of some open fields. Part of the above lands, containing 3*A.* 3*R.* is in the occupation of Richard Bays, at the rent of 4*l.* per annum, and the house and remainder

remainder of the land are in the occupation of George Norman, at the rent of 8*l.* a year. The whole of the premises are let at the fair annual value by the churchwardens, who act in the management of the charity-estate.

Out of the income arising from Waterhouse's gift, and the poors land, amounting to 13*l.* a year, there are paid annually 6*s.* 8*d.* a year to the vicar for sermons, and 3*l.* to the master of the school, and the remainder of the rents is distributed among poor persons of Braithwell by the minister and churchwardens.

Braithwell.
—
Waterhouse's Gift,
and the
Charity Land,
continued.

THE TOWN-SCHOOL.

The school at Braithwell appears to have been founded by Mr. *John Bosvile*, and it is kept in a school-house, which was enlarged last year at the expense of the inhabitants of the parish. There is a garden adjoining the school which was purchased with 5*l.* formerly given by Mr. Anthony Bosvile.

In 1818 the Rev. Thomas Bosvile, of Ravenfield Park, gave 250*l.* for the benefit of the town-school, of which the sum of 121*l.* 16*s.* was laid out in the purchase of a close at Maltby, called the Lower Aldersick, containing 3*A.* 1*R.* 23*P.*, and the sum of 128*l.* 4*s.*, the remainder, in the purchase of a close at Braithwell, called the Near Birkwood Close, containing 2*A.* 2*R.* 8*P.*

The lands were conveyed in 1819 and 1823 respectively to a trustee, upon trust, that the rents should be paid to the vicar and churchwardens of Braithwell, for the purpose of being disposed of by the vicar for the time being, and in his absence by his curate, for educating 10 poor children at the town-school at Braithwell, and providing books for that purpose in the manner directed by the said Thomas Bosvile by a writing under his hand, whereby he directed that four fifths of the interest of the money given by him should be paid to the schoolmaster, and that one fifth thereof should be applied for the buying books for the scholars.

The land at Braithwell is in the occupation of the schoolmaster, at a nominal rent of 4*l.* 10*s.* a year, and the land at Maltby is let to Richard Heywood, at the rent of 6*l.* a year, the fair annual value.

One fifth part of the rent is applied in buying Bibles, prayer-books and testaments for the scholars at the school. The residue belongs to the master, and he receives in addition the sum of 3*l.* a year, viz., 2*l.* a year under Gleadall's gift, and the further sum of 1*l.* a year in respect of the poors land, or the portion thereof purchased with other funds, and he has the occupation of the school-house and garden.

The master educates 14 children, viz., four under Gleadalls, and 10 under Bosvile's gift. He also teaches other scholars paid for by their parents, to the number of 40, or thereabouts.

It is understood that another considerable sum of money was formerly given by another person, named Bosvile, for the use of the school, but no satisfactory account can be given of the donation, or of the parties, who, if any, are now liable to the payment of it.

The Town School.

PARISH OF DARFIELD.

THE ALMSHOUSES.

Four small tenements in this parish are occupied by four poor widows, who receive an annuity of 8*l.* out of an estate at Edwardthorpe, belonging to Henry Saville, esq. The houses are kept in repair by Mr. Saville, and the charity is understood to have been established by some of his ancestors.

Darfield.
—
The Almshouses.

DOLES.

The sum of 17*s.* 7*d.* a year, given for the poor by one *Robert Wainwright*, is paid in certain proportions by the occupiers of different parts of an estate at Billingley, the property of Earl Fitzwilliam; and the sum of 1*l.* 13*s.* a year, under the gift of John Rayney, mentioned among the charities in the chapelry of Worsbrough, is received from the minister of Worsbrough, and both are distributed at Christmas among poor persons of the township of Darfield not receiving parochial relief.

Doles.

CHARITIES FOR EDUCATION.

GOODWIN'S CHARITY.

Darfield.
 ———
 Goodwin's Charity. The sum of 5*l.* a year is paid by the trustees of Goodwin's charity, in the parish of Rawmarsh, to the master of a township-school in Darfield, for teaching 10 poor children, nominated on behalf of the trustees, gratuitously in reading.

SUNDAY-SCHOOL FUND.

Sunday School
 Fund. The sum of 49*l.* 10*s.*, arising from a donation of the Rev. ——— Lonsdale, late vicar of Darfield, for the support of a Sunday-school, is placed at interest in the bank of Messrs. Beckett and Co, in Barnsley, in the names of the minister and churchwardens, and the interest, at the rate of three and a half per cent, is applied to the support of a Sunday-school established in 1812.

TOWNSHIP OF ARDSLEY.

MICKLETHWAITE'S GIFT.

Ardsley.
 ———
 Micklethwaite's Gift. The sum of 50*l.*, bequeathed by *John Micklethwaite* in 1742 for establishing a school in Ardsley, has been applied in erecting a house for the residence of the schoolmaster, and on that account he teaches two poor children nominated by the representative of the donor.

ROODES'S CHARITY.

Roodes's Charity. *Jonathan Roodes*, by Will, dated 26th June 1653, devised to Elias Oxley, and his heirs, two closes, containing by estimation four acres, called Collicrofts, in Worsbrough Dale, butting against Ardsley Common; and he gave out of the two closes to the poor of Worsbrough and Worsbrough Dale 10*s.* a year, and to the poor of Ardsley, 10*s.* a year, and to the poor of Barnsley, 6*s.* 8*d.* a year, to be paid out of the profits of the closes, to the overseers of the poor of the said several towns for the benefit of the poor, at Christmas; and he empowered the respective overseers of the poor, and his executrix, their heirs and assigns, to distrain for the said respective yearly sums.

The closes called Collicrofts are the property of Francis Offley Edmunds, esq., and the sum of 6*s.* 8*d.* for the poor of Barnsley, appears to have been regularly made, but the sums of 10*s.* each to Ardsley and Worsbrough have not been paid of late years, some doubt probably having arisen as to the liability of the land to the payment; the doubt however being, we apprehend, removed by this investigation, it is expected that the payments will be resumed under Mr. Edmunds's direction.

TOWNSHIP OF GREAT HOUGHTON.

THE SCHOOL.

Great Houghton.
 ———
 The School. This school is understood to have been founded by some member of a family named *Rhodes*, and endowed with a school-house, and an annuity of 3*l.* 5*s.* and the schoolmaster is appointed, and the annuity is paid to him, by Mrs. Milnes, of Frystone Hall, the representative of, and proprietor of the estates in this township, which belonged to the family of *Rhodes*, and the schoolmaster teaches ten poor children to read on account of his emoluments under the endowment.

CHAPELRY OF WOMBWELL.

RAINES'S DOLE.

Wombwell.
 ———
 Raine's Dole. The sum of 2*l.* 10*s.* a year, which is received under *Raine's* charity, mentioned among those of the chapelry of Worsbrough, is given at Christmas among widows and poor persons, by the chapelwardens.

WORMELEY'S CHARITY.

Wormeley's
 Charity. By Indenture, dated 18th April, 7th Charles I., *Margaret Wormeley* settled in trustees, a yearly rentcharge of 6*l.* issuing out of an estate at High Melton, in the county of York, now the property of Richard Fountayne Wilson, esquire, upon trust, as to 4*l.* thereof, for the use of the poor of the parishes of Arksey and Sprotbrough, and as to the remaining 40*s.* to the use of the poor of Smeathley,

Smeathley, and the township of Wombwell, to be distributed on St. Thomas's-day, yearly, by the churchwardens and overseers, and the sum of 40s. a year is duly distributed among poor persons by the chapelwardens.

Wombwell.

THE TOWN LAND.

Three fields of 15 acres, or thereabouts, which appear to have been given or conveyed by *William Hinchcliffe* in 1433, for the general benefit of the commonalty and inhabitants of the town of Wombwell, are let by the churchwardens and overseers of the poor, and are occupied by Richard Birks, as yearly tenant, at the annual rent of 22*l.* 10*s.* the fair value, and the rents are applied partly in the purchase of coals, distributed among poor persons, and principally in the way of addition to or substitution for part of the parochial rates levied for the benefit of the poor.

The Town Land.

CHAPELRY OF WORSBROUGH.

THE SCHOOL.

This school appears to have been by its original constitution a grammar-school, being endowed with a grant or pension from the Crown, payable out of the revenues of the Duchy of Lancaster, and the person appointed to the office of schoolmaster having always been the curate or officiating minister of Worsbrough chapel.

Worsbrough.

The School.

The Institution is under the superintendence of trustees chosen from the inhabitants by the surviving or continuing trustees, from time to time; and the possessions of the charity consist of a school and a dwelling-house for the master, let for 5*l.* a year; a pension of 4*l.* 15*s.* a year from the revenues of the Duchy of Lancaster; a croft of 2*ac.* 2*r.* given by an ancestor of Francis Offley Edmunds, of Worsbrough, esquire, worth about 6*l.* a year; an allotment of three roods inclosed from Warren Common, which is let at 2*l.* a year; and a rentcharge of 13*l.* 6*s.* 8*d.* a year under Rayney's charity mentioned below.

The dead languages were formerly taught in the school, but there being little demand for classical learning, the instruction given in the school has for 50 years or more been confined to English reading, writing and arithmetic; and of late the clergymen who have been masters have not attended the school in person, but have performed the duty through the medium of an assistant, the arrangement in that particular having the sanction of the trustees, and the performance of the duty through an assistant being considered probably a mean of securing due attention from the instructor, by the facility thus afforded of removing him; the assistant-master however receives the whole of the emoluments arising from the endowment.

There are generally about 30 boys attending the school, being children of inhabitants of Worsbrough, and as such they are considered free-scholars; and other children of both sexes come from a distance, and are taught as pay-scholars. The free-scholars pay each 3*s.* 4*d.* a year to the assistant-master, and are not admitted unless able to read a little in the Bible or Testament.

RAYNEY'S CHARITY.

John Rane or *Rayney*, by Will, dated 25th February 1631, directed the master, wardens, and brethren of the Drapers Company in London, and their successors, out of the annual rent or sum of 100*l.* to be had out of three messuages or tenements in Gracechurch-street, London, in the will mentioned, to pay the following yearly sums, viz. 30*l.* for the better maintenance of a preacher of the church of England to preach twice every Sabbath-day, in the church or chapel of Worsbrough, and to read Divine Service there on the Sabbath-day, in the absence or sickness of the reader appointed for that purpose; 13*l.* 6*s.* 8*d.* for the maintenance of a learned and sufficient grammar-schoolmaster in the town of Worsbrough, to teach and train up children and youth, as well in learning writing and ciphering, as in the grounds of religion then established, in the school-house in Worsbrough, upon which he had theretofore bestowed some charge for the bettering thereof; and 6*l.* 13*s.* for the better maintenance of the poor aged and impotent people inhabiting within the several towns or places of Darfield, Wombwell, Worsbrough, and Worsbrough Dale, where most need should be; the said sums to be paid quarterly to such person or persons as should be lawfully authorized and appointed to

Rayney's Charity.

Worsbrough.
Rayney's Charity,
continued.

receive the same under the hands and seals of the preacher, lecturer, and schoolmaster, and of the churchwardens of Worsbrough for the time being, and to be ordered and disposed of to the several purposes aforesaid by the direction and care of Sir Gervas Cutler, knight, Richard Micklethwaite, John Swindon, and Francis Rayney, and their several heirs, and of the churchwardens or superintendents of the said church or chapel of Worsbrough for the time being, and of two of the most sufficient and discreet men out of each of the said towns or places of Darfield, Wombwell, Worsbrough, and Worsbrough Dale, to be elected by the greater part. of the inhabitants in each of the said places.

The sum of 50*l.* a year, being the amount of the several payments specified in the will, is transmitted by the Drapers Company in London, for application to the minister of Worsbrough, who retains 30*l.* to his own use, for the duty mentioned in the will which he performs, and pays 13*l.* 6*s.* 8*d.* to the teacher of the school, and 6*l.* 8*s.* 4*d.* for the benefit of the poor of Darfield, Wombwell, and Worsbrough, including Worsbrough Dale, in certain proportions settled by long usage; and the portion paid for poor persons of Worsbrough and Worsbrough Dale is laid out in coals, which are distributed yearly, at the discretion of the overseers and principal inhabitants.

SMALL CHARITIES.

Small Charities.	DONORS.	Purposes and Application.	Annual Amount.	PROPERTY CHARGED, and by whom paid.
			£. s. d.	
	— Roades - -	Poor of Worsbrough. This payment has been discontinued for some years, but is expected to be resumed - - -	- 10 -	{ The Colley Crofts in Worsbrough Dale, the property of Francis Offley Edmunds, esq.
	Richard Townend - -	Poor of Worsbrough, and distributed among them in coals - - -	2 - -	{ An estate called Blacker, in Worsbrough, and in the parish of Hoyland, the property of the honourable Edmund Phipps.
	Mrs. Skiers - - -	For educating six poor girls, and paid to a schoolmistress for teaching six poor girls to knit and sew	2 - -	{ A farm in Worsbrough, belonging to John S. Bower, esq.

POORS MONEY.

The sum, of 174*l.* the amount of benefactions given by *Francis Willson*, *Mrs. Wilcock*, *William Allott*, and a person unknown, is lodged in the bank of Messrs. Beckett and Co., of Barnsley, to the account of the overseers of the poor, at interest of three per cent, and the interest, 5*l.* 4*s.* 6*d.* a year, is laid out by the overseers, with other funds above noticed, in coals for poor persons.

LEGACY FOR THE SUNDAY SCHOOL.

The sum of 20*l.* was bequeathed by *Mrs. Ann Shaw*, by Will, dated 4th June 1818, to *Francis Offley Edmunds*, esq., and *Amelia N. Edmunds*, to be applied by them or the survivor of them for the encouragement of a Sunday-school in Worsbrough, established by the testatrix. The legacy had not been paid at the time of this inquiry, but it is intended to provide for it out of assets which still remain to be collected.

PARISH OF FISHLAKE.

THE SCHOOL.

Richard Rands, rector of Hartfield, in the county of Sussex, in or about the year 1641, paid 300*l.* to four persons, as trustees, and directed the same to be laid out in a purchase of land for the maintenance of an able schoolmaster, who should be a graduate in one of the universities of Oxford or Cambridge, for teaching all such children of the parish of Fishlake as should repair to the school,

school, without requiring any pay or salary for such teaching ; and he directed that the schoolmaster should be chosen by the trustees, or their successors ; and that on the death of any of the trustees, the survivors should nominate one or more of the most sufficient persons of the town and parish of Fishlake and Sikehouse in the place of such trustees ; and he further directed, that the schoolmaster should not be troubled with any scholars but such as were Latin-scholars, or had entered into the Accidence.

The sum of 300 *l.* was laid out in 1659 in the purchase of copyhold lands in the parish of Fishlake, held of the manor of Hatfield, and the estate was afterwards increased by the addition of other copyhold lands, purchased on two different occasions by the trustees for the time being with money arising from the sale of timber.

The trust-estates have been surrendered from time to time to new trustees, and were last surrendered in February 1813 to seven trustees, of whom five are now living.

The property of the charity, which has been lately enfranchised, consists in its present state of the following particulars :

PREMISES.	Quantity.	OCCUPIERS.	Yearly Rents.
	A. R. P.		£. s. d.
In Fishlake Township :			
A school-house, stable, and garden	0 2 32	Schoolmaster.	—
The school-close - - -	3 1 18	ditto - - -	6 - -
Near and Far School-closes, including about 1½ acre of woodland, under the management of the trustees - - -	17 0 16	Thomas Brittain - -	18 - -
Simon LandClose and Pighill Wood	7 3 33	William Hall - - -	9 10 -
Three closes - - - -	7 2 39	William Whittaker - -	13 13 -
Three closes - - - -	17 3 35	Joshua Brittain - -	32 - -
In Sikehouse Township :			
Closes and lands - - -	18 2 30	Thomas Bayley - -	23 10 -
		Total rent - - £.	102 13 -

The land is let by the trustees at the fair annual value.

There has been a large expenditure of late years on account of the estate, the sum of 214*l.* and upwards having been laid out in exonerating the land from tithes on the occasion of a recent inclosure, and other considerable sums having been expended in building a stable, defraying charges for drainage, and other charges incidental to the inclosure. These expenses have been provided for with money arising from the sale of wood, and the application of part of the annual rent. The balance remaining in the hands of the trustee, who acts as treasurer at present, amounts to 7*l.* 13*s.* 9*d.*

The late master of the school, who was the curate of Fishlake, had occasionally a few boys under his tuition, who were instructed in Latin, but with that exception the school has always, or for a long time, been maintained as an English school only, for instruction in reading, writing, and accounts. On the last vacancy of a master the trustees offered the situation by advertisement to a graduate of one of the universities, but it was not accepted by a person so qualified.

Previous to the year 1820 a salary of 50*l.* a year was paid by the trustees to the master, but since that time they have paid him the whole of the clear income of the charity-estate, and he instructs 40 children, the number appointed by the trustees, as free-scholars, in English, writing and accounts, and receives other scholars brought up at the charge of their parents.

RANDS'S CHARITY.

The Rev. *Richard Rands*, by Will, dated the last day of June 1640, gave all his messuage, lands and hereditaments, in Hartfield, in the county of Sussex, unto William Humphrey, and three other trustees, and their heirs, for certain charitable purposes ; and amongst others, upon trust, out of the rents and profits

5 H 2 thereof

Fishlake.
The School,
continued.

Rands's Charity.

Fishlake.
Rands's Charity,
continued.

thereof to pay yearly 5*l.* unto the churchwardens and overseers of the poor of Fishlake, to be by them yearly distributed to the poor people of Fishlake.
The annual payment made by the trustees of the devised estates to the parish-officers of Fishlake is of variable amount, being occasionally less than, and sometimes exceeding, 5*l.* a year. The money received is distributed with the rent of the poors estate and the doles after mentioned.

he Poors Estate.

THE POORS ESTATE.

This estate consists of 10*A.* 1*R.* 27*P.* of land, lately copyhold, but now enfranchised, part whereof is called the Poor Folks Close, and the rest was allotted in lieu of two other parcels of land in the open fields, held from ancient time for the use of the poor.
The lands are let by the churchwardens and overseers of the poor at rents amounting together to 18*l.* 10*s.* a year, being the fair annual value. In consequence of a large sum of money being requisite for defraying the expenses of the recent inclosure a great part of the rents has of late been applied for that purpose; but as that charge is now defrayed, the rents will be wholly applied as they used to be in a distribution of money among poor persons of the township of Fishlake.

DOLES.

Doles.	Annual Rent.	LAND CHARGED.	By whom paid.
	£. s. d.		
	- 10 -	{ Close of land, called Stock Ing, in the township of Fishlake, to be distributed on Good-Friday; Benefactor unknown - - - - - }	Mr. John Bladworth.
	1 - -	{ Close in Fishlake township, called Thresholds, to be distributed among eight poor widows; Donor unknown }	Rev. — Youll.
	- 3 4	Farm at Sykehouse - - - - -	Ralph Creyke, esq.

The two first-mentioned doles are regularly received, and distributed on New Years Day by the churchwarden and overseers among poor persons of the township of Fishlake.
The dole of 3*s.* 4*d.* a year has not been paid for 10 years past, in consequence, it is understood, of the tenants of the land from whom it used to be received having been changed, but the parish-officers have undertaken to demand the payment, in order that the money may be distributed.

Allyn's Charities.

ALLYN'S CHARITIES.

By Indentures of the 4th and 5th September 1685, *Thomas Allyn* the elder conveyed certain lands, part thereof containing by estimation 10 acres, in the three fields in the parish of Fishlake, and other part containing by estimation 4½ acres, in the Town Ing, then let at the rent of 8*l.* 10*s.* a year, to the Rev. Thomas Bourne, minister of Fishlake, and his successors, ministers of the parish, and Thomas Parkin and Robert Hill, and their successors, upon trust, to dispose of the said rent of 8*l.* 10*s.* in manner following; viz. to pay 5*l.* 10*s.* for the more comfortable support of so many of the poor old, lame, sick, or bedridden men or women, inhabitants or pensioners of the town of Fishlake, as the trustees should think the greatest objects of charity, and to stand most in need, so that the same should not be disposed of to ease any of the rich of the parish, or such as paid to the poor, or to lessen the taxes and assessments of the parish to the poor, being only meant as an augmentation of what should or might be allotted or payable unto any of the said poor people, being pensioners of the said town, and who should receive any benefit thereby; and to pay 6*s.* 8*d.* to the use of the minister for a sermon to be preached on the first Sunday in December, to excite the inhabitants of the parish to charity; and to pay 3*s.* 4*d.* to the said Thomas Parkins and Robert Hill, and their successors, for their trouble in the execution of the trust; and to pay 2*l.* 10*s.* to the said Thomas Allyn, and his heirs, provided, that if the rent of the premises should be advanced, the overplus should be for the benefit of the poor of the town of Fishlake, as therein is expressed; and it was directed, with respect to the said yearly sum of 5*l.* 10*s.*, that the trustees should

should, once in two years, or every other year, dispose thereof as follows, viz. bestow 2*l.* 8*s.* upon four purple or sad-coloured cloth gowns, to be given to four of such poor inhabitants or pensioners as they should think fit; and 3*l.* 2*s.* to so many poor old, sick, lame, or bedridden men or women, inhabitants or pensioners of the town, as they should see convenient; and that every third year the trustees should distribute to the poor of the town 5*l.* 10*s.* as is therein before appointed for the first year; and that every fourth year the trustees should lay out 2*l.* 8*s.* for four gowns, and dispose of them, and the remaining 3*l.* 2*s.* as before appointed, for every second year; and that every fifth year the poor should have nothing, but that the fifth and sixth years money should be laid out by the trustees in manner following, viz. that the trustees should every sixth year lay out 8*l.*, part of the two years money, in clothing and putting forth one poor orphan, a boy of the town of Fishlake, to be an apprentice at London to some trade or profession, at their discretion; and lay out 2*l.* 8*s.*, other part, to buy four cloth gowns, to be given to four poor people as aforesaid; and that the 12*s.*, residue thereof, should be given to such poor person or persons of the town as the trustees should think fit, and so successively from year to year for ever: provided, that any poor relations of the said Thomas Allyn should have a preference to receive any part of the charity as the trustees should think fit; and that when either of them the said Thomas Parkin or Robert Hill should die, the survivor, and the minister of Fishlake, should by writing, signed and sealed in the presence of two or more credible witnesses, within three months after, choose one other honest person conformable under the government of the Church of England, inhabiting in the town of Fishlake, to be a trustee in the room of him deceased, and so on afterwards for ever.

Thomas Allyn, the younger, by Will, dated 7th August 1733, bequeathed 110*l.* to be laid out in lands, upon trust, that 30*s.* a year should be paid to his heir-at-law, and 10*l.* to the boys successively that should be put out apprentice at London, pursuant to and under the directions of his father's donation, as they should have served their apprenticeships, and obtained their freedoms of the city of London; the remainder of the rents to be distributed to the poor of the parish of Fishlake, at the discretion of the trustees for the time being, whom he appointed to be the same that his father appointed by the deed aforesaid.

The sum of 110*l.* was laid out in the purchase of a copyhold close at Wormley Hill, containing six acres, more or less, held of the manor of Hatfield, which was surrendered the 18th February 1734, to the use of the then vicar, and the other persons then trustees of the charity of Thomas Allyn, the elder, upon the trusts of the said will.

In pursuance of a Decree of the Court of Chancery made the 8th July 1774, in a suit for appointing new trustees of the above charity-estates, the same were conveyed and surrendered respectively to the use of the Rev. John Gibson, the vicar, and two other persons, as trustees, and the same were ultimately conveyed and surrendered in 1806, to the use of the Rev. Robert Hardy, the minister, and Mr. John Stock, and Mr. Richard Amery, the present trustees.

The charity-estate consists now (the open fields having been inclosed about 11 years ago) of two closes in the West Field and Town Ings, containing together 20 acres, or thereabouts, which are let to John Bladworth, as yearly tenant, at 43*l.* a year, and the Wormley Hill Close, which contains by admeasurement about 10 $\frac{1}{2}$ acres, is let to John Hollins, as yearly tenant, at 16*l.* a year, the total annual income being now 59*l.*, which is the full annual value of the estate. The land has all been exonerated from tithes under the provisions of the Inclosure Act, and the copyhold part of it has been enfranchised, and a considerable sum of money has been expended out of the rents in the purchase of such privilege, and in improvements.

The directions of the donors cannot be carried specifically into effect without great difficulty and inconvenience; but, in substance, the charity is duly and properly administered, an allowance being given to a great number of poor people in weekly sums, and coats and gowns being given annually to about 60 poor men and women. The number of poor persons supplied with money and clothing is determined by the trustees according to the sufficiency of the income for such purpose, and care is taken that what they receive is additional to and independent of any relief obtained by them from the

Fishlake.

Allyn's Charities,
continued.

Fishlake.
Allyn's Charities,
continued.

parochial rates or other sources. The payments directed to be made to the minister and the trustees have been increased to 10s. 6d. each.

For several years past there have been no applications made for the allowance for apprenticing poor orphan children at London, and no opportunity has arisen for dispensing the charity in that particular. The accounts are regularly kept, and there is a balance in hand at present of 38l. 15s. 4d.

TOWNSHIP OF SYKEHOUSE.

POORS LAND.

Sykehouse.
Poors Land.

BENEFACTORS.	LANDS.	Annual Rent.	OCCUPIER.
Nich ^d Waller - - -	Moiety of Gould Croft, 1 A. 0 R. 27 P.; moiety of Low Croft, 1 R. 16 P.; Little Croft, 34 P. - }	£. s. d. 3 1 -	George Ward.
Henry Howson - - -	Moiety of the Scroott's Close, 1 A. 3 R. 11 P. - }	3 9 6	Wm. Wright.
Unknown - - -	Pouchery Garth, in two parcels, 2 A. 1 R. 11 P. - }	3 1 -	Wm. Stanfield.
Purchased with money arising from sale of wood, 10l. given by Mr. Dennis, and 10l. 10s. by Mrs. Den- nis, both for the teaching of poor children - - -	Allotment in the Old Ings, 2 A. 0 R. 9 P. - }	3 - -	Thos. Barker.
Unknown - - -	Allotment in the New Ings, 3 A. 0 R. 26 P. - }	6 10 6	B. Bayley.

These lands are all let at their full annual value.

RENTCHARGES.

Rentcharges.

BENEFACTOR.	Yearly Payment.	Property charged.	By whom paid.
	£. s. d.		
Joseph Thoresby - - -	- 13 4	Half an acre of land and buildings, called Pye Pig- hill - - - }	Ralph Creyke, esq.
John Briggs - - -	- 3 4	A marsh near Warren Hall	Ditto.
Ralph Smith - - -	- 3 4	Land inclosed in Old Ings	Robt. P. Milnes, esq.

The rent of the poors lands and the rentcharges, are distributed on the 7th of January yearly, the amount being 20l. 8s. a year at present, among poor persons of the township.

The sum of 1l. 0s. 6d. a year, the interest of Mr. and Mrs. Dennis's donations, which used formerly to be paid to the teacher of the school at Sykehouse, has for some time past been distributed through mistake among the poor, but will in future be paid to the schoolmaster.

THE TOWNSHIP SCHOOL.

The Township
School.

The master of this school occupies a house, and about a rood of ground belonging to the township, and he receives a rentcharge or annual payment of 1l. out of an estate at Sykehouse, the property of R. P. Milnes, esquire, and a rentcharge or annual payment of 1l. out of land at Sykehouse, late belonging to Mrs. Jane Parkinson, deceased, both of which benefactions are under the gift of persons unknown; and he instructs 15 children as free-scholars in reading and writing, in consideration of a salary paid to him by the inhabitants, and several other children educated at the expense of their parents.

PARISH OF MALTBY.

POORS ESTATE.

This property which consists of two parcels of land, containing together between eight and nine acres, one of them given by *Thomas Tankersley* in 1645, and the other purchased with a benefaction of 150*l.* given by *George Spence* in 1762, is under the management of five trustees, and of the churchwardens and overseers of the poor, and is let to and has been held since 1820 by *Francis Wainman*, as tenant from year to year, at the rent of 10*l.*, which was the full value of the land when let to *Wainman*, but in consequence, partly, of his good management, the yearly value of the land has since, as is represented, been advanced by one third. The rents are distributed among poor persons not receiving parochial relief.

Maltby.
—
Poors Land.

THE SCHOOL.

By Indenture, dated the 10th February 1714, *James Lord Viscount Castleton*, Lord of the manor of Maltby (now the property of the Earl of Scarborough) conveyed a piece of ground in Maltby, parcel of the waste belonging to the manor, containing by estimation 12 acres, with the tithes, profits, and the appurtenances to the same belonging (except the mines and quarries) to the use of the said Lord Castleton, and three persons as trustees, and their heirs, in trust, to employ the rents and profits towards the payment of a schoolmaster at Maltby for instructing the children of the inhabitants of the town in the English tongue, and in writing and common arithmetic, whereof the poorest sort should be free, such schoolmaster to be appointed by the Lord Castleton, his heirs or assigns, lords of the manor of Maltby, and to continue so long as he and they should approve of his care and diligence in instructing the children: And it was declared, that the poorer sort of the inhabitants should be esteemed all such only as should not hold and enjoy lands in Maltby of the yearly value of 40*s.* at the least, or not be worth in money and stock to the value of 5*l.*, all whose children should be freely taught at the school without payment of any salary or wages; and that it should be in the power of Lord Castleton, his heirs or assigns, lords of the manor of Maltby, to nominate eight children of the said poorer sort of the inhabitants to be instructed free, in preference to any others, and as any of them should be removed to supply their places; and that the school and schoolmaster should be obliged to observe such orders and regulations for the management of the school, as by Lord Castleton, his heirs or assigns, should from time to time be appointed.

The School.

The land contains by admeasurement 14 acres, and is let by the master, being worth about 15*l.* a year; and the master has also the use of a house and garden, which have been appropriated to the school. Eight poor children of Maltby are at present instructed in the school, gratuitously, in reading, but they pay for other branches of learning; and the school is attended by other scholars.

PARISH OF KIRK SANDALL.

THE FREE SCHOOL.

Robert Wood, by Will, dated the 23d August 1626, devised to the churchwardens of Kirk Sandall, and their successors, a messuage or tenement, and lands within the town-fields or territories of Kirk Sandall, and one acre of meadow within the parish of Barnby upon Dun, for the use of a schoolmaster to teach a grammar-school in Kirk Sandall, and instruct the children of the parish without other reward; and the said Robert Wood also surrendered a copyhold messuage or tenement, with a croft, containing by estimation 1 A. 3 R. in the Kirk Town of Fishlake, held of the manor of Hatfield, and a cottage and Garth in Barnby upon Dun, and a close of meadow or pasture, containing by estimation four acres, called the Shute Close, to the said churchwardens and their successors, to the use of the said schoolmaster.

Kirk Sandall.
—
The Free School.

By a Decree of Commissioners of Charitable Uses, in the 20th year of Charles the II. it was ordered that the said several lands and premises should be conveyed and surrendered to five trustees therein named, upon the trusts aforesaid; and that upon the death of any of the trustees the survivors should

Kirk Sandall.
The Free School,
continued.

from time to time elect others in their places to keep up the number, and trustees have accordingly been nominated and appointed from time to time.

Alterations have been made in the property, and allotments have been added to it on inclosures, and it now consists of a school-house, school-room, out-buildings, and a garden, containing 2R. 16P.; two allotments, containing together 15A. 1R. 3P.; an allotment on Thorp Marsh of 7A. 2R.; all which are in the parish of Kirk Sandall; two messuages, and three acres of land in Fishlake, and a parcel of land called Seat Close, containing 6A. 2R. in the parish of Barnby Dun.

The premises in Fishlake are let to three persons, as yearly tenants at 15*l.* a year, and the rest of the premises are in the occupation of the master of the school, being of the yearly value of 60*l.*, or thereabouts.

The master is appointed by the trustees. The school was formerly conducted as a Latin-school, but in consequence of little demand for that branch of learning it has for some years past been carried on as a school for the instruction of the children of the inhabitants of Kirk Sandall in reading, writing and arithmetic, the children of the poorer class being taught gratuitously; and the number of scholars of the parish is about 25, besides about 15 others from neighbouring parishes.

The school-house and school-room have been rebuilt by the present master at considerable expense, and in order to prevent the sale of part of the charity-estate for the expense of different inclosures he has defrayed them himself.

PARISH OF STANTON.

DOLES.

Stanton. Doles.	DONORS.	Annual Amount.		PROPERTY CHARGED, or principal Fund.	Application.
		£.	s. d.		
	Robert Woodrooffe -	-	6 8	{ The Mill Ings at Tickhill, the property of Christo- pher Aldan, esq. - }	Given with the Sacrament- money among poor persons.
	George Pashley -	-	6 8	{ Land at Stanton, late Miss Parnell's - }	Ditto.
	Lord Castleton -	-	8 -	{ The sum of 10 <i>l.</i> , secured by the promissory note of John Sampson - }	Ditto.

BOSVILLE'S GIFT.

Bosville's Gift.

The sum of 250*l.* was given in the year 1818, by the late Rev. *James Bosville*, who by a paper in his handwriting directed the same to be placed out on government or other eligible security, and the interest to be given away annually, the first week in November, among the poor of Stanton not receiving parochial relief, in sums of 5*s.* each, or such larger sums as the vicar or curate of Stanton should think expedient, with the exception of 10*s.* which he directed to be paid to the clerk of the parish.

This sum is lodged in the Doncaster savings-bank, and the interest is applied by the minister and churchwardens for the purposes directed.

PARISH OF ROSSINGTON.

PLAXTON'S GIFT.

Rossington.
Plaxton's Gift.

William Plaxton, by Deed, dated 1st September 1650, conveyed to Richard Dowfin and four others, and their heirs, his messuages, lands and premises at Wormley Hill, to the use of the persons therein named, and charged the payment of 6*l.* 13*s.* 4*d.*, to be issuing forth of the said messuage and land, and payable quarterly, for the maintenance of a free-school and schoolmaster in Rossington, who should be sufficient and painful in teaching the children of the inhabitants of Rossington, as well the poor as the rich, to read English, to understand Latin, and write a fair legible hand; and for choosing the schoolmaster, and displacing him if he should prove negligent and scandalous.

he appointed it should be by plurality of voices of the said trustees, and after their deaths he appointed the inhabitants of the several houses in which the feoffees then dwelt, by like plurality of voices, to place, and upon like occasion displace, such schoolmaster; and he empowered the inhabitants of the said houses, and the schoolmaster to distrain for the rentcharge when in arrear.

The settlement of the rentcharge was confirmed by the will of the said William Plaxton, and by a Decree of Commissioners of Charitable Uses, under a commission, dated the 19th June 1668, subsequently affirmed, on exceptions taken to it, by the Lord Chancellor; and by the decree it was adjudged, in respect of the said charitable use having been neglected by the feoffees in trust, that the rentcharge should be paid to the minister of the parish-church of Rossington, and the churchwardens and overseers of that town, and that they should have power to distrain for the same; and that the minister and churchwardens for the time being, and six of the inhabitants, freeholders of the town of Rossington, or the major part of them, should from time to time elect a schoolmaster for teaching the scholars according to the intent of the donor.

This rentcharge is paid by the proprietor of the messuage and land at Wormley Hill to a schoolmaster at Rossington.

The whole or nearly all of the land at Rossington now belongs to the Corporation of Doncaster, who voluntarily allow to the schoolmaster the use of a house and some acres of land, and a stipend of 10*l.* a year.

The school is attended by about 20 children, who are taught reading, writing, and accounts. It is admitted that the poorer class of children are entitled to be instructed free of expense, but it has been customary to pay a small quarterage for the instruction of all the children.

Rossington.

Plaxton's Gift,
continued.

HALL'S GIFT.

John Hall, by Will, dated 28th June 1670, devised unto John Hall the younger, and his heirs, a close, called the New Close, within the territories of Awklay, in the county of Lincoln; and his will was, that the said John Hall should pay 5*s.* out of the rent of the New Close every St. Thomas's-day, to be paid to the poor of Rossington, in the church-porch of Rossington, if it should be lawfully demanded of the said John Hall, or his successors.

Hall's Gift.

The close charged by the Will now belongs to Mr. Carr, of Wath-upon-Dearne. The rentcharge had fallen in arrear for several years, and the payment was for some time refused, but the arrears have lately been received, and the dole is now in the course of being regularly paid and distributed.

PARISH OF THORNE.

BROOKE'S CHARITY.

By a surrender in the Manor-court of Hatfield, dated the 29th January 1705, *William Brooke*, of Thorne, tanner, surrendered a messuage in the north end of Thorne, where he dwelt, with the barns, stables, and outhouses, foldstead, orchard, and tan-yard, to the same belonging, and a messuage in the back street, with the out-buildings, foldstead, orchard and garden to the same belonging, and several parcels of land in the open fields and moors within the graveship of Thorne, in the surrender mentioned, and a close, at Sea-dike Bank, containing, by estimation, three acres within the graveship of Hatfield, and a little close by Kirton-lane side, containing by estimation one acre, and a close in the Ashfields, called Truc Love Croft, containing eight acres, within the graveships of Thorne, Hatfield, and Stainforth, to the use of Elizabeth his wife, for life, and after her decease to the use of William Brookes, his nephew, and the heirs-male of his body, and in default of such issue, to the use of Edward Forster, Thomas Canby, William Darling, Benjamin Cutts, Robert Middlebrooke, and Thomas Johnson, their heirs and assigns, to the intent that they should yearly employ and pay the whole clear rents and profits arising out of the said lands and premises, to and for the use, and towards the perpetual maintenance and support, of one able, sober, learned and sufficient schoolmaster in the town of Thorne, for the teaching and

Thorne.

Brooke's Charity.

Thorne.
Brooke's Charity,
continued.

instructing of such children as should from time to time come to the said school of Thorne to be taught, but not as a free-school ; provided always, and upon condition, that every such schoolmaster from time to time for ever thereafter, so long as he should or did continue schoolmaster there, and receive the rents, issues and profits of the above-mentioned premises, should and would, yearly and every year, teach and instruct 10 of the poorest boys within the said town of Thorne as should from time to time be chosen by the minister and trustees, or any three of them, whereof the minister to be one, freely, without requiring any stipend or reward for the same, according to the true intent and good meaning thereof.

The surrender to charitable uses having taken effect in possession, the pre-mises have since, from time to time, been surrendered to new trustees, and were vested, by virtue of a surrender and admittance in 1817, in Richard Ellison, of Sudbrooke, William Gossip, of Hatfield, Henry Ellison, of Beverley, and George Parker, of Streethorpe, Esqrs., and John Benson, Thomas Brown, and Thomas Maples, all of Thorne, gentlemen, and Robert P. Milnes, of Thorne, esq. and a deed of enfranchisement of the premises has since been executed to the trustees.

The charity-estate, which is let at the fair annual value, consists of the following particulars :

PROPERTY.	OCCUPIERS.	Yearly Rent.
		£. s. d.
A school-room (understood to have been built since the founder's death) and a cottage and gardens in North-street, Thornes - - - - - }	William Waller - - -	8 - -
One cottage in Back-street, with out-buildings and farm-yard - - - - - }	Joseph Kemp - - -	8 8 -
Cottage adjoining allotment of 3 R. 32 P. in the North Field - - - - - }	George Forster, Rev. Eric Rudd - - - - - }	4 - -
Allotment in the North Field - - A. 5 2 18	William Godfrey - - -	23 11 4
True Love Close - - - - - 12 3 34	Ditto - - - - -	22 13 8
Moor-land - - - - - 12 0 0	Ditto - - - - -	12 12 -
Lands End Close - - - - - 2 3 2	Ditto - - - - -	11 9 3
Ditto - - - - - 2 2 37	Ditto - - - - -	11 19 3
North Common allotment - - - 7 3 10	Ditto - - - - -	15 12 6
Moor-land - - - - - 9 0 0	Heirs of Joseph Eglin - - -	9 18 -
Close in Stainforth-lane - - - 1 1 28	Thomas Yates - - -	4 9 9
Shoulder of Mutton close - - - 3 3 27	Richard Mortimer - - -	9 16 -
North Common allotment - - - 2 1 12	Thomas Gaunt - - -	5 - -
Moiety of close at Lands End - - 2 7 0	Stephen Hall - - -	1 10 -
		£. 148 19 9

The trustees were possessed in 1820 of a sum of 200*l.*, which had arisen from the sale of timber, and from some savings of income, as is understood, but the sum of 143*l.* 3*s.* 2*d.*, part of the fund, has been since laid out in defraying the expenses of inclosure, and enfranchisement, and charges for drainage-tax, fencing, and repairs, and the remainder, 56*l.* 16*s.* 10*d.* is lodged in the Doncaster Old Bank.

The present master of the school, the Rev. Eric Rudd, incumbent curate of Thorne, who was appointed about 26 years ago, keeps a school, and instructs any children that are sent to him, in the learned languages, and in English, &c. the number of the children sent being upon an average about six, and their parents paying for their instruction, and he also receives 10 children of poor persons of Thorne, appointed by three of the trustees, who are instructed as free-scholars, partly by himself, and partly by an usher whom he employs. The free-scholars are instructed in English, writing, and accounts, and are taught in the same school-room with the other children. The school is kept in a room,

a room, which is part of the premises belonging to Mr. Rudd, as curate of Thorne.

Complaint is made that a greater number of poor children are not taught as free-scholars, the charity-estate being greatly improved in value, and the population of Thorne having been much increased since the founder's time; but it appears to us, that consistently with the founder's directions it cannot be insisted that the master is bound to teach more than 10 free-scholars.

Thorne.

Brooke's Charity,
continued.

TRAVIS'S CHARITY.

Of this charity the Archbishop of York is the special visitor. [See Title General Charities for Yorkshire, in this Report.]

Travis's Charity.

RODWELL'S GIFT.

William Rodwell, by Will, dated the 8th March 1720, gave unto *Thomas Canby* and *William Bellamy*, and their heirs, five roods of land in the town-field of Thorne, in a place called the Ghore, in trust, for the use of the residing minister of Thorne, and his successors, for ever, provided that he should preach a sermon every Sacrament-day in the afternoon, suitable for the occasion, and for default of not preaching as aforesaid, then to go to the school of Thorne for ever.

Rodwell's Gift.

On the occasion of a recent inclosure, the five roods of land, together with a sum of money received under *Queen Anne's Bounty* for augmenting the curacy of Thorne, were given for a piece of land of five acres, or thereabouts, adjoining the incumbent curate's mansion, and the land is in his occupation. The sermons are preached in conformity with the desire of the donor.

DOLES.

There are sundry small doles, and payments made in respect of lands and hereditaments in this parish, for the benefit of the poor, which are mentioned in the table of benefactions in the church, and are regularly collected. The total annual amount is 12*l.* 17*s.* 8*d.* which is distributed among poor persons, at the discretion of the churchwardens and overseers of the poor, at Christmas. There is also distributed with the above sums of money the half part of one ninth of the tolls and dues collected at the market, and on the fair-days, at Thorne, which was granted to trustees for the poor by *Benjamin Darling*, by Deed, dated the 10th January 1726. The money received for the proportion of the tolls is variable, but amounts in general to 4*s.* 6*d.* or 5*s.* a year.

Doles.

CUTTS'S GIFT.

Mordecai Cutts, of Hatfield, in the county of York, by his Will, made the 12th May 1786, gave and bequeathed unto his friends, *Richard Ellison* and *Abraham Ellison*, esqrs. and *William Middlebrooke*, gent., all of Thorne, the sum of 60*l.*; provided that they, or the survivors or survivor of them, his executors or administrators, should within two years after his decease secure to be paid unto 10 poor housekeepers, being the properest objects of charity within and belonging to the parish of Thorne for the time being, and which should not be chargeable thereto, the sum of 5*s.* a-piece in every year on the 25th March for ever: And he bequeathed unto *William Elmhirst*, of Ouslethwaite, in the county of York, esq., all the residue of his personal estate not therein before specifically bequeathed; and he appointed the said *William Elmhirst* sole executor of his will.

Cutts's Gift.

The will was proved by *Mr. Elmhirst*, the executor and residuary-legatee, who is since deceased, but we do not find that the legacy was ever paid or secured for the charitable purposes mentioned in the will. *Robert Elmhirst*, esq., of Ouslethwaite near Barnesley, is the executor and sole legal personal representative of his father the late *Mr. Elmhirst* above mentioned.

Some proposal appears to have been made by the late *Mr. Elmhirst* in his lifetime to one of the trustees named in the will, to pay the legacy to and have the charity secured by a charge on real property belonging to the latter, but the proposal, as to the charge at least, not being accepted, the negotiation proceeded no further.

Thorne.

Cutts's Gift,
continued.

All the trustees named in the will are dead; Mr. Middlebrooke was the survivor, and his personal representative is an aged and infirm lady, and under the circumstances of the case it appears to us that the directions of a Court of Equity may be requisite for payment of the legacy, and appointing trustees to administer the charity.

PARISH OF TICKHILL.

THE ALMSHOUSE, OR MAISON DIEU.

Tickhill.

The Almshouse, or
Maison Dieu.

There are no original deeds or writings extant respecting the foundation and endowment of this Institution.

The almshouse, which was rebuilt in 1730, contains eight separate tenements for as many poor persons, and the charity is under the management of three inhabitants of the parish, called Maison Dieu masters, who appear to be nominated once in three years at a vestry-meeting, by the inhabitants and the occupiers of the almshouses, each of the trustees acting exclusively in the direction for one year.

The present trustees are the Rev. Edward H. Brooksbank, the vicar, Mr. John Ridgill, and Mr. Peter Handcock.

The charity-estates are all situate in the parish of Tickhill, and consist of the following particulars:

	£.	s.	d.
1. A piece of land near the Paper Mill, containing one and a half acre, in the occupation of Edmund Laughton, esq., at the annual rent of -	2	9	6
This piece of land has been taken since 1820 in lieu of three roods of land in the South Fields, at a place called Goodey Croft.			
2. Two roods of land adjoining the former in the Paper Mill Close, in the occupation of Joseph Wilkinson, at the annual rent of - - -	1	11	3
3. A cottage and garden in Sunderland, let to Henry Robinson, at the yearly rent of - - - - -	4	-	-
4. One rood of land in Friar Hill Close, and one acre of land, called Miry Gap, let together to Edward Hanson, at the yearly rent of - - -	1	6	3
5. Two parcels of land 1 A. 1 R. 15 P. and 1 A. 0 R. 24 P. respectively situate in Malpas Close, let together to John Harwood, at per annum - -	2	10	-
6. An annual payment of 2s. 2d. issuing out of a close, the property of Henry Bower, esq. - - - - -	-	2	2
7. A rentcharge of 4s. a year out of six lands in the Riddings, belonging to Mr. Marshall - - - - -	-	4	-
8. A rentcharge of 1s. a year out of the Stocks Meadows, paid by Mr. Fox - - - - -	-	1	-
9. A toftstead and croft adjoining the hospital, in the occupation of Peter Handcock, one of the trustees, at the annual rent of - - - -	2	2	-
10. A close near the Corn Mill, containing 1 A. 2 R. 10 P., in the occupation of Frederick Lumley, esq., at the annual rent of - - - - -	5	-	-
11. One acre at Hallam Ings, let to John Ridgill, at the annual rent of - -	1	2	-
12. One rood, called Goose Croft, let to Thomas Amory, at the annual rent of - - - - -	-	6	3
13. Half an acre of meadow in Northerton and Little Hallam Ings, in respect of which there is paid the sum of 10s. per annum, of which 3s. 4d. is paid by Mr. Short, and 6s. 8d. by Richard Wilson and Crowther - - - - -	-	10	-
14. Half an acre of land in the Riddings, in the occupation of Mr. Marshall, at the annual rent of - - - - -	1	-	-
15. A cottage and croft and little yard in Westgate, let to John Moore, at per annum - - - - -	6	6	-
16. A customary payment by the Earl of Scarborough of, per annum - -	-	15	-
17. A close at Abey Hill, containing 3 A. 0 R. 17 P., let to Christopher Embley, at the annual rent of - - - - -	6	-	-
This property was received in exchange from Henry Bower, esq. in lieu of a piece of ground called the Maison Dieu Yard, containing 1 A. 0 R. 18 P. The exchange was effected by deed, dated 25th November 1809.			
18. Two allotments upon the High Common, containing together 16 A. 1 R. 32 P., let to Jonathan Oxley, at per annum - - -	12	17	4
Total income - - - £.	48	2	9

The

The property appears to be let at its fair annual value ; but with regard to the payment in respect of the half acre of meadow in Northerton and Little Hallam Ings (10s. a year), we find that it has continued at the same rate ever since 1671 ; though in a particular of the Charity Estate made in that year, and entered in an old account-book, the land itself is described as belonging to the Maison Dieu.

Tickhill.

The Almshouse, or
Maison Dieu,
continued.

The rents are applied to the support of eight persons in the almshouse, usually poor widows, appointed by the trustees, and for the support of the almshouse and the buildings on the Charity Estate.

Each of the poor persons receives 6s. a month, and they have divided amongst them 2*l.* at Tickhill Fair, and 1*l.* on the rent-day, and they receive each of them one load of coals per annum.

An account is kept of the receipts and disbursements, which is made up every year. The balance in hand at the last statement was 46*l.* 2s. 4½*d.*

In respect of the administration of this charity, we have found no ground of complaint requiring particular notice ; but as several of the lands are intermixed with those of other persons, it would be expedient, in order to prevent confusion and dispute, that boundary-stones or marks should be affixed for distinguishing the charity-lands.

DOLES.

Benefactor, and when given.	Annual Receipt.	PROPERTY CHARGED, or Principal Money.	BY WHOM PAID.
	£. s. d.		
Godfrey Holmes, by will, in 1581, 25 <i>l.</i> for six poor families - - - - }	1 10 -	{ Paid as a charge on close called Greystone Hill - - - - }	John Heckford, tenant.
Mr. Woodroof, by will, in 1664, to the poor - - }	- 6 8	{ Charged on a close called Mill Ink - - - - }	Francis Ashby, tenant.
Jennet Nicholson, by will, to the poor - - - - }	- 18 -	{ Charged on a close called White Flat - - - - }	George Barrett, tenant.
Henry Burn, by will, 20 <i>l.</i> to the poor, 20 <i>l.</i> to the vicar, and 20 <i>l.</i> to the school }	- 18 - - 18 -	{ £. 20 for the poor, and 20 <i>l.</i> for the vicar, in his own hands; 20 <i>l.</i> expended in building school-house in 1790 - - - - }	Interest of 4½ per cent paid by the vicar.
Lord Castleton, by will, 10 <i>l.</i> to the poor - - - }	- 10 -	{ In the hands of the overseers of the poor - - - }	Interest paid by overseers of the poor.

Doles.

The above-mentioned sums, except the interest of 20*l.* for the vicar under Burn's gift, are distributed with the Communion-money among poor persons at Christmas.

HUMPHREY HOLMES'S GIFT.

It is stated in the Table of Benefactions, that *Humphrey Holmes* left to the poor of Tickhill 3*l.* per annum, to be paid out of lands lying in Herrebeck Close.

H. Holmes's Gift.

The overseers of the poor and churchwardens have been in possession of the above-mentioned land, which consists of two closes, ever since the year 1767, and probably for a longer time, but it is unknown how they originally obtained possession of it. The payment for the poor has been advanced from 3*l.* to 4*l.*, and ultimately to 5*l.* a year, of which the sum of 4*l.* is paid by John Wood, and the sum of 1*l.* by — Ridgill, the two tenants in possession of the land, and the money is distributed with that collected at the Sacrament among poor persons at Christmas.

Tickhill.		BREAD CHARITIES.		
Bread Charities.	BENEFACTIONS.	Annual Income.	LAND AND LAND, subject to charges.	BY WHOM PAID.
		£. s. d.		
	John Skinner, by will, in 1673, left 1 l. 6 s. 8 d. a year; viz. 1 l. thereof for bread, and 6 s. 8 d. to the vicar - - - -	1 6 8	{ Charged on a close called Vicar Well - - - }	William Marsden, tenant.
	Jane Farmery left two acres of land in South Field, the rent thereof to be laid out in bread - - -	1 10 -	{ * Land in South Field, 2 A. 3 R. - - - }	Christopher Alderson, yearly tenant.
	Hierome Rawsterne, in 1540, 3 l. per annum; viz. 2 l. 12 s. for bread, and 8 s. for a sermon - - -	1 6 - 1 6 - - 8† -	{ Charged on Whitebread Closes at Hendly - - Ditto, at Ranskill, Whitebread Closes - - }	John Sanderson. Joseph Tweedall.

The annual sums of money given for the purpose are laid out in bread, which is distributed at the church.

Charities for Education.		CHARITIES FOR EDUCATION.		
		<i>Jane Farmery</i> devised a close called Stonebridge, the profits thereof to be disposed of as follows: 40s. yearly to the vicar, for a sermon on New Year's-day and on the 24th September, if a Sunday, and if not, on the following Sunday; the residue of the profits of the close to be for solid learning for three poor boys of the parish of Tickhill, or for as many as the residue would be sufficient for learning and books at the free-school at Tickhill. The close contains 5 A. 3 R. 8 P., and is let to Peter Handcock, at the annual rent of 8 l., the fair annual value. There is an annual payment made from the Duchy of Lancaster of 4 l. 8 s. 8 d. for school-teaching at Tickhill. Mr. <i>Robert Dann</i>, by Will, gave 3 s. 4 d. a year, to buy poor children books, out of lands in the town-street at Tickhill, which yearly sum is now paid by Benjamin Bradley, the tenant of the land. In 1790, a school and school-house were built upon the waste, with a sum of 20 l., given by Henry Burns for the benefit of a schoolmaster, and money subscribed for the purpose. In 1821, a national school was established at Tickhill for boys and girls, and the rent of the land given by Mrs. Farmery, and the payment from the Duchy of Lancaster, are now applied, together with the funds annually received by subscription, and the sum of 1 ½ d. per week paid for each scholar, in providing salaries for a schoolmaster and schoolmistress, and in the general support of the Institution. Dann's gift has hitherto, through mistake, been distributed among the poor, but will hereafter be also applied to the purposes of the national school. The school was built in 1790, and has been enlarged and suited to the purposes of a national school. The school-house is at present unoccupied, but is advertised to be let. The school is attended by about 60 boys and 40 girls. The accounts are kept by the vicar of Tickhill, who acts as treasurer and in the general superintendance of the school.		

* The land in the South Field, now called West Limekiln Hill, is worth about 6 l. per annum. The vicar and churchwardens have given notice to Alderson to quit, with a view to let the land for its full value.

† Not paid at present.

GENERAL CHARITIES.

CARTWRIGHT'S CHARITY.

Thomas Cartwright alias *Vicars*, by his Will, dated 20th June 1597, reciting that he had made a Testament by Deed indented, bearing date the 2d August, 29th Elizabeth, unto Leonard Wraye and four others, of his manor of Scawsby, and a capital messuage in Marr, and all other his messuages, lands and hereditaments in Scawsby and Marr, Arksey, Bentley and Brodsworth, to hold to them and their heirs to the uses, in a Schedule to the said deed annexed, mentioned or declared, and that the said Schedule declared that the said feoffees and their heirs should stand seised of the premises to the use of him the said Thomas Cartwright alias Vicars for life, with remainder to the use of such persons to whom the same should by him, by deed or will, be appointed; and further reciting, that he had since sealed and delivered one pair of Indentures, dated the 18th of May, 39th Elizabeth, to limit and declare to whom the said premises should descend, go and enure, and to what uses the said feoffees, their heirs, &c. should be seised thereof after his death, for final conclusion and determination of his meaning, and more plain declaration of the intent of the said feoffment, schedule and indentures, he by his said will appointed and bequeathed all his said manor, lands and hereditaments, in such manner and to such persons to whom the same were granted, given or appointed successively, and with and under the same conditions and limitations as in the said recited indentures had been declared; and he thereby declared that the said feoffees, their heirs, &c. should stand seised of the premises to the same purposes as in the said recited indenture declared; and his will was that the sum of 15s. bequeathed and appointed by the will of Thomas Cartwright alias Vicars, his father, to be given and distributed to the poor of the parish of Brodsworth yearly, be paid and given yearly, according to the intent and meaning of his last will; and for the accomplishment thereof he further declared and appointed that the said yearly sum of 15s. be paid at the times limited by the will of his said father out of his said lands and hereditaments, and the profits thereof for ever, to the said poor: Item, his will was, that as well his executors and the heirs-male of his brother Robert, and every other person to whom the premises were entailed by the said indentures, should yearly distribute and pay the sum of 30*l.* in manner following, viz. 10*l.* to one of his blood or kin, towards his education and maintenance in learning in the Universities of Cambridge or Oxford, the poorest to be preferred before the rich, by the dean and chapter of the cathedral church of St. Peter, of York, and by them to be changed at every ten years end successively for ever; and unto 30 of the poorest men and women of the towns and villages after mentioned, 20*l.*, that is to say, to four of Doncaster, to one of Sprotborough, to one of Bentley, one of Arksey or Almholm, to one of Adwick, to one of Hooton-upon-the-Hill, to one of Billam or Moorhouse, to one of Hickleton, to one of Bolton, to one of Thurnsco or Clayton, to one of Melton or Cadeley, to one of Newton or Cusworth, to three of Brodsworth, to one of Pigburn, to one of Wadworth, to one of Warmsworth or Balby, to one of Conysburghe, to one of Mexbrough, to one of Ouston or Carcroft, to one of Marr, to one of Relington, to one of Burghwallis or Skellow, to one of South Elmsall, to one of South Kirkby, and to one of Wentbrigg, at two days or times in the year, by even portions, viz. on the Sunday next after the 1st day of April, and on the Sunday next ensuing the 1st day of July, yearly, for ever, viz. to every of the said poor men and women 13s. 4*d.* yearly, at Brodsworth aforesaid, at which two days he willed that all the poor men and women, or so many of them as should be able to travel, should resort and come to the parish-church of Brodsworth aforesaid, to hear Divine Service, and a learned man preach, to whom he willed there be paid for either day 6s. 8*d.*, and the service ended then the poor people to have their money paid to every one of them at either day, 6s. 8*d.*; and if any of the said poor men or women who should be able

General Charities.

Cartwright's
Charity.

General Charities.

Cartwright's
Charity,
continued.

to travel, should not come as aforesaid, or be of evil demeanor, then he willed they should be displaced, and some other chosen in his, her, or their place, by the order or appointment of the dean and chapter of the cathedral church of York; and his will was, that the person or persons as should inhabit and dwell at Scawsby, and the said dean and chapter of the cathedral church of St. Peter in York, should have full power and authority to appoint the said poor people and scholars, and to displace such of them as should offend in manner aforesaid.

Notice will be taken under the head of respective parishes and places mentioned in the will of the receipt of the several stipends and payments for poor persons.

ELLIS'S CHARITY.

Ellis's Charity.

George Ellis, of Brampton, in the county of York, gentleman, by Will, dated the 24th January 1711, devised to Thomas Westby, esq. and six others, including the then rectors of Darfield and Rawmarsh, and their heirs, all his estate, lands and hereditaments in Brampton Brierley, and parish of Wath, in the county of York, upon the trusts therein mentioned; and he directed that the trustees should meet yearly on the last Thursday in April at his mansion-house in Brampton, or any other house in the parish of Wath they should think fit, and to each of them that should so meet he gave 10*s.* yearly out of his said estate; and he directed, that at their annual meeting the trustees, or the major number of them present, should appoint one of their own number, or some other person, to receive the rents of the said estate, and pay the several charities mentioned in his will; and that on the death of any of the trustees, the survivors, or the major number present, at their next annual meeting, should choose another fit person to be a trustee, and execute a conveyance of the estate upon the trusts of the will; and after stating that he intended to nominate, with the consent of the vicar of Wath, a fit person to be afternoon preacher at Wath, to be approved of and licensed by the Archbishop of York, he declared it to be his will that his trustees should pay unto the person so nominated and licensed, and his successors, to be chosen by the trustees, or a major part of them, within six months after every vacancy, with the consent of the rector of Darfield, the rector of Rawmarsh, and the vicar of Wath, and to be approved and licensed as aforesaid, and who should read prayers and preach a sermon every Lord's Day in the parish-church of Wath throughout the year, and catechise and expound the Church-catechism and fundamentals of religion to the congregation present every Lord's Day in the afternoon, from Lady-day till Michaelmas, the yearly sum of 30*l.* out of the rents of the said estate, subject to the taxes and impositions charged upon the land, by half yearly portions; and he directed that the trustees should let leases of his said estate for the best advantage, taking care that the houses were kept in good repair, and the lands in good tillage; and he earnestly desired that the said minister, and his successors, should zealously stir up the people, both in public and private, to the strict observation of the Lord's Day, and the frequenting of the Holy Sacrament; and that they might be more successful therein, he desired that his trustees should allow out of the profits of his estate, for the bread and wine that should be used on the eight Sundays, above the four set times appointed by the laws of the church, so much monthly as the said minister and the trustees should think fit; and he desired the trustees at their annual meeting to inquire about the life and performances of the minister; and that if he was not qualified to perform the duties of his station he should be admonished, and if he should not thereupon reform, that the trustees should withhold from him a greater or less share of the said sum of 30*l.* as the majority of the trustees, present at their next annual meeting, should judge reasonable, and the sum withholden they should apply to other charitable uses, according to the directions after given in his will. And he gave out of the profits of his said estate 5*l.* per annum to the vicar of Darfield, provided he should reside upon the vicarage-house in Darfield; and to the school in Brampton or Wath, at the election of his trustees for those schools, 6*l.* 13*s.* 4*d.* a year, for the teaching of 20 of the poorest boys or girls of the said parish to read the Bible, and for instructing them in the Church-catechism; and 20*s.* a year to buy them proper books; and 50*s.* a year for putting out one of the said poor boys apprentice to a trade every year; and 10*s.* to buy them coals; and 52*s.* a year, to be bestowed by 12*d.* a week in bread, to be distributed every Lord's Day in the parish-church of Wath, by such person.

as his trustees for the said school should appoint, to such of the said poor scholars as came most constantly to church, and learned best; and 20s. a year to a poor widow of Brampton, to be chosen by his trustees for the school at Brampton, with leave for her to dwell in a room in the school-house there. And he directed that if there should not be at any time the full number of 20 poor boys and girls in Brampton and Wath to be taught as aforesaid, the number should be made up from other neighbouring towns; and he appointed William Green and four others, including the rector of Rawmarsh, and the afternoon preacher at Wath for the time being, to be trustees or overseers of and visitors for those his charities relating to the school at Brampton or Wath, with power to place or displace the schoolmasters, or dames and scholars, as they or the majority of them should think fit; and he gave 6*l.* 13*s.* 4*d.* a year for the teaching of 20 of the poorest boys and girls in and about the town of Barnsley, at Barnsley, to be chosen by his trustees for that school to read the Bible, and be instructed in the Church-catechism, and 20*s.* yearly to buy them proper books, and 10*s.* to buy them coals, and 50*s.* per annum for putting out one of the boys an apprentice to some trade every year, and 20*s.* yearly for ever to the curate of Barnsley, for catechising and instructing the children in the principles of the Christian religion; and of those charities at Barnsley he appointed Thomas Edmunds, esq. and five others, including the curate for the time being, to be trustees or overseers and visitors, with the like powers as above mentioned of placing and removing the master and scholars; and he directed, that when any of those trustees or overseers appointed for Brampton and Wath, or for Barnsley, should die, the survivors should appoint others in their room; and he gave 10*s.* a year to such of his trustees or overseers of his charities to Brampton or Wath as should meet at Brampton once a year, for placing or displacing the master, dame, or scholars, and putting out one of the poor boys an apprentice; and he gave 10*s.* yearly to such of his trustees for Barnsley upon the like conditions, to be expended in a treat at each of their respective annual meetings; also, he gave 10*l.* a year out of the profits of his said estate, to be paid to the trustees of the charity-school lately erected at Rotherham, towards the teaching and clothing the said charity-scholars, according to the constitution and settlement of the school; but if a failure should happen in any of the schools at Brampton, or Wath or Barnsley, or Rotherham, he desired that during that failure his trustees first mentioned should dispose of the money that should have been paid to such school to the charity-schools at Leeds, Hull or York, and to such other charitable uses as they, or the greater number of them, should think fit, and most agreeable to the general intentions of his will: and after giving several legacies he bequeathed the residue of his personal estate to be disposed of to the charity-school for blue-coat boys at St. Anthony's Hospital in York, and to the charity-school at Leeds and Rotherham, if the same should be continued, and to such other charitable uses as his trustees for Brampton Brierley, or the major number of them, should think fit.

The present trustees of this charity, under an appointment in 1809, are Earl Fitzwilliam, Lord Viscount Milton, Lord Wharnccliffe, and Henry Offley Edmunds, St. Andrew Ward, and Frederick William Vernon Wentworth, esquires.

The sum of 466*l.* or thereabouts, which was received by the trustees after the testator's death, as the residue of his personal estate was laid out by them in 1717, in the purchase of a farm at Burn, near Selby, and the sum of 300*l.*, which afterwards arose from unapplied surplus-income, has been laid out in the purchase of two shares in the Dove and Dearn Canal Navigation.

Particulars of the Property and Rental.

PROPERTY.	Quantity.			Tenants from Year to Year.	Annual Rent.		
	A.	R.	P.		£.	s.	d.
At Brampton Brierley:							
Farm-house and land - - -	86	0	0	Thomas Briggs - - -	115	1	-
Ditto - ditto - - -	35	0	0	John Carnley - - -	45	14	-
Messuage, used as an inn - - -	-	-	-	John Crossley - - -	14	-	-

(continued)

General Charities.

Ellis's Charity,
continued.

PROPERTY.	Quantity.			Tenants from Year to Year.	Annual Rent.		
	A.	R.	P.		£.	s.	d.
At Brampton Brierley :							
Land - - - - -	59	0	0	John Crossly - - -	81	3	6
Farm and land - - - -	9	0	0	Widow Toolstone - - -	11	8	-
Ditto - ditto - - - -	23	0	0	Robert Jackson - - -	27	6	-
At Burn, near Selby :							
Farm-house and land - -	90	0	0	John Swines - - - -	55	17	-
A.	302	0	0		£.	350	9 6
Two canal shares, producing a yearly dividend each of 12 <i>l.</i> 12 <i>s.</i> - - -					25	4	-
Total - - - £.					375	13	6

The houses and land are let at the fair annual value.

The trustees have increased the allowances made for the several purposes of charity mentioned in the Will to the amount stated below, and they have also applied, under the authority conferred on them by the will, considerable sums of money from time to time out of the surplus-rents, in establishing and building National Schools at different places, and they continue that method of applying surplus-income.

The ordinary stated expenditure may be represented as follows :

	£.	s.	d.
<i>At Wath.</i> —Stipend to the Afternoon Preacher - - - - -	47	10	-
<i>Ditto.</i> —Provision for monthly Sacraments - - - - -	6	9	-
<i>Darfield.</i> —Stipend to the vicar - - - - -	9	-	-
<i>Brampton.</i> —In lieu of the payments given for the education of the like number of children at Brampton or Wath, amounting under the will to 14 <i>l.</i> 3 <i>s.</i> 4 <i>d.</i> there is now paid as follows, viz.			
Allowances to the trustees or managers of the National School at Brampton, 63 <i>l.</i> ; to a mistress for the girls, 15 <i>l.</i> ; for coals, books, stationery, and sewing materials for the children, about 17 <i>l.</i> ; (these being in lieu of the payments for education, &c. at Brompton or Wath, mentioned in the will,) and for apprenticing a boy about 3 <i>l.</i> 10 <i>s.</i> - - - - -	98	10	-
Payment to a poor widow - - - - -	3	-	-
<i>Barnsley.</i> —Allowance to the trustees of the National School in lieu of the several payments for education, &c. at Barnsley, mentioned in the will - - - - -			
	45	-	-
<i>Rotherham.</i> —Allowance for the school - - - - -	20	-	-
<i>York.</i> —To the Blue Coat School for boys - - - - -	5	-	-
<i>Leeds.</i> —To the Charity-school - - - - -	5	-	-
Receiver's salary - - - - -	10	10	-
Rent-day expenses, about - - - - -	4	-	-
Expenses of meeting of the trustees - - - - -	4	-	-
Allowances to such as attend the meeting, usually - - - - -	3	-	-
Meeting of school-trustees - - - - -	4	-	-
Repairs and incidental expenses, about - - - - -	29	-	-
Allowance for Rawmarsh school first made in 1726 - - - - -	2	-	-
Ditto for Burn and Seby school, first made in 1765 - - - - -	2	-	-
For Darfield Sunday-school, first made in 1810 - - - - -	5	-	-
For Wombwell Subscription School, first made in 1818 - - - - -	5	-	-
For Heminfelds National School, first made in 1824 - - - - -	15	-	-
Total	£.	322	19 -

The increase of the different allowances, and the application of the surplus income, seem to be properly made; but as the schools at York and Leeds are particularly mentioned in the will, it appears to us, that in proper deference and regard to the expressed objects of the testator, the allowances to those schools ought to be increased.

The accounts are kept by the receiver, and audited by the trustees at their meetings, which are usually held once in a year; and at the time of this Inquiry the balance in hand amounted to 169*l.* 15*s.* 7*d.*

HANSON'S CHARITY.

Edward Hanson, esq., by Will, dated 7th April 1802, bequeathed 5,000*l.*, three per cent consols, the dividends to be applied for the education of students for the Christian ministry among dissenters, and 700*l.* three per cent consols, for the use of the minister for the time being of the chapel of the congregation of Independents at North Oram, near Halifax, and he appointed five trustees of the charity.

General Charities.

Hanson's Charity.

The dividends of the 5,000*l.*, three per cent consols, are paid by the trustees of the charity, viz. *George Rutt*, esq., of Hackney; *Joshua Wilson*, esq., of Highbury-place; *Samuel Aydon*, esq., of Shelf Iron-works, near Bradford; and *John Clapham*, esq., of Leeds, to the managing committee, or the tutor of an academy at Idle for the education of students for the Christian ministry among dissenters, and the money is applied for the general purposes of the establishment by the managing committee.

The academy is principally supported by contributions from different congregations in the neighbourhood, and at present there are about 18 students there.

The dividends of the 700*l.* three per cent consols are paid to the minister of the Independents chapel at North Oram.

The stocks stand in the names of trustees.

DAME SARAH HEWLEY'S CHARITY.

By Indenture, dated the 13th January 1704, between *Dame Sarah Hewley*, of the city of York, widow, and executrix of the will of *Sir John Hewley*, late of Gray's Inn, in the county of Middlesex, knight, deceased, and daughter, heir and administratrix of the goods and chattels of *Robert Woolrich*, late of Gray's Inn, esq., deceased, of the one part; and *Richard Stretton*, the elder, of Hatton Garden, esq., *Nathaniel Gold*, of the parish of St. Mary, Newington, esq., *Thomas Marriott*, esq., of Lincoln's Inn, *John Bridges*, of Hatton-garden, merchant, *Thomas Nesbitt*, of London, merchant, *Thomas Colton*, of the city of York, gentleman, and *James Winlow*, of Yarm, in the county of York, gentleman, of the other part; reciting, that by Indentures of Lease and Release, the release of even date therewith, made between the same parties, the said *Dame Sarah Hewley* had conveyed unto the said *Richard Stretton* and others, of the second part, and their heirs, the manors of *Killinghall* and *Braythorpe*, with their appurtenances, in the county of York, and the park, or inclosed ground sometime used as a park, and then disparked, commonly called *Hay Park*, in the county of York, and divers messuages, lands, and hereditaments within the towns, parishes, or territories of *Killinghall*, *Ripley*, *Sussacres*, *Brereton*, and *Knaresborough*, in the county of York, to the use of the said *Dame Sarah Hewley*, during her life, and after her decease to the use of the said *Richard Stretton* and others, their heirs and assigns; and reciting, that by indenture of assignment of even date therewith, and made between the same parties, the said *Dame Sarah Hewley* had granted and assigned unto the said *Richard Stretton* and others, their executors, &c. three parts, the whole into four parts being divided, of the manor of *West Ayton*, in the county of York, and the tithes of corn and grain in *West Ayton*, and the woods, timber, and trees growing upon the same manor or lands thereto belonging, and the grounds, called the Higher, the Lower, and the Middle Carrs, in *West Ayton*, and the messuages, lands, woods, and tenements in *West Ayton*, wherein the said *Dame Sarah Hewley*, in her own right, or as such executrix or administratrix as aforesaid, had any interest, to hold to the said *Richard Stretton* and others, their executors, &c. for the terms therein unexpired, upon trust, to permit her to receive the rents and profits thereof, and after her decease, to the intent that the said assigned premises should be to the use of the said *Stretton* and others, and the survivors and survivor of them, and the executors, &c. It is witnessed and declared, that all the said premises were so conveyed and assigned, upon trust, that after the decease of the said *Dame Sarah Hewley*, the said trustees, and the survivors, &c., and the heirs, executors, &c. should pay, in the first place, out of the rents and profits of the said premises, an annuity of 100*l.*, payable to the *Lady Browley*, or to whomsoever the same was payable out of *Hay Park*, for the time for which the same was payable, and all payments, taxes, and charges upon the premises, and all costs, charges, and expenses concerning the repa-

Dame S. Hewley's
Charity.

General Charities.

Dame S. Hewley's
Charity,
continued.

rations of the premises, the receiving of the rents and profits thereof, or the defence, execution or performance of the trusts thereby declared, or of the said trust-estate; and also the sum of 5*l.* a-piece yearly to each of the trustees and managers for the time being supplying the room of deceased trustees, so long as they should be continuing trustees and managers; and that the said trustees, and the survivors, &c., should out of the residuary rents and profits of the premises as well pay and dispose of such sums of money yearly, or otherwise, to such and so many poor and godly preachers for the time being of Christ's holy Gospel, and to such poor and godly widows for the time being of poor and godly preachers of Christ's holy Gospel, at such time or times, and for so long time or times, and according to such distributions, as the said trustees and managers for the time being, or any four or more of them, should think fit, and employ and dispose of such sums of money, and in such manner, for the encouraging and promoting of the preaching of Christ's holy Gospel in such poor places as the said trustees and managers for the time being, or any four or more of them, should think fit, as also employ and dispose of such sums of money yearly, or otherwise, as and for exhibitions for such or so long time or times, for or towards the educating of such young men designed for the ministry of Christ's holy Gospel, never exceeding five such young men at one and the same time, as the said trustees and managers for the time being, or any four or more of them, should approve and think fit; and as to all the remainder of the residuary rents and profits of the premises, that the said trustees and the survivors, &c. should employ and dispose of the same in and for the relieving of such godly persons in distress, being fit objects of the said Dame Sarah Hewley's and the trustees and managers charity, as the said trustees and managers for the time being, or any four or more of them, should think fit: provided, and it was declared, that the said trustees and managers for the time being, or such of them as aforesaid, should in their dispositions and distributions of the above-mentioned charities have a primary and chief respect to such objects thereof as aforesaid, as were or should be in York, Yorkshire, and other nothern counties in this realm, not excluding those in other places and counties, as the said trustees and managers for the time being, or any four or more of them, should think fit; and also that whatsoever charitable dispositions or allowances by the said Dame Sarah Hewley should have been made to persons or places in York or Yorkshire, immediately or shortly before her death, should be continued and paid out of the said residuary rents and profits by the said trustees and managers for the time being, until they, or four of them at the least, should see just reason to discontinue, alter or determine the same, or any of them respectively. And it was thereby declared and ordered, that the trustees, &c., or the major part of them, should annually elect one of the trustees or managers to be treasurer of the rents and profits of the trust-estates for one year from the day of his election, who should be allowed and have a clerk for keeping books of account, wherein should be entered an account of the rents and profits of the trust-estates received by the treasurer or his clerk, or by their or either of their order, and an account of all monies disposed of or expended in the execution of the said several trusts, and other transactions relating to the trusts and trust-estates, and should be allowed for such clerk such reasonable allowance out of the trust-estates as the trustees, &c., or the major number of them, should approve and appoint; and that the trustees, &c., or the major number of them, should yearly, at some certain time and place to be by them appointed, meet together to inspect and audit the several accounts concerning the rents and profits of the trust-estates, and the disposal thereof, which accounts, if allowed and approved of by the trustees, &c., or the major number of them, by writing under their hands, to be yearly made in the said books of account, should be a sufficient discharge to the treasurer, so as such treasurer pay and make good the balance of such yearly accounts unto such person who should be chosen for the then ensuing year, in such manner as the trustees, or the major number of them, should approve of. And it was thereby declared and agreed, that when any one of the trustees should die the survivors should elect in his room such a person as they in their judgments and consciences should think fit, who should be a manager of the trust-estates together and equally with the surviving trustees, and have with them the same authority and power respecting the trusts; and in case of the death of such elected managers, to elect

elect in like manner in his room another like manager, and that the election of every such manager should be entered in some or one of the books to be kept as aforesaid; and that after two, or three at the most, of the trustees should have departed this life, the survivors should add to themselves, as co-trustees with them, the manager and managers so elected as aforesaid, to make up the number of trustees seven in the whole, and the surviving trustees should convey their trust-estate in the premises of inheritance to the use of the said surviving trustees and persons added as co-trustees, and assign their interest in the said leasehold premises to one or more person or persons, to the intent that he or they should thereupon re-assign the same to the surviving trustees and the elected managers; and that the new conveyance and new assignment should thereupon be declared by all the seven trustees, by separate indentures, in like manner as the aforesaid conveyance and assignment were thereby declared, upon the same trusts, with the same provisoes, &c. therein mentioned and contained, and with the like direction for the nominating and perpetuating new trustees, &c.: And it was thereby declared and ordered that reasonable notice of all meetings for transacting any business of moment relating to the trusts or charities should be given to the several trustees and managers for the time being; and that the judgment and concurrence therein of such of them who by remoteness of their dwellings, or other reasonable obstructions, might happen not to be always present at such meetings, might be consulted and endeavoured by mutual correspondence and intercourse in writing.

By another Indenture, made the 26th April 1707, between Dame Sarah Hewley, of the first part, and the several persons named as trustees in the first indenture, except Robert Woolrich, of the other part, reciting that by indentures of lease and release, the release bearing the same date, and being made between the same parties as that indenture, the said Dame Sarah Hewley had conveyed unto the said Richard Stretton, and others, and their heirs, a new-erected house, used for an almshouse for some poor people, and the buildings, courts, and appurtenances thereto belonging, and the garden and divers tenements and hereditaments in the said indentures particularly mentioned, situate within the city of York, or near the walls of the same; and also farms, messuages, lands, and hereditaments, at Eston, in the county of York, which were let at the several rents of 75*l.*, 50*l.*, 15*l.* and 50*l.*; and also all her third part (the whole into three equal parts being divided) of the manor or lordship of Eston in the county of York, or of any messuages, lands, tenements and hereditaments whatsoever situate in Eston, and other the premises in the said indentures of lease and release mentioned, with their appurtenances, to the use of the said Dame Sarah Hewley, for life, and after her decease, to the use of the said Richard Stretton, and others, &c.; It is witnessed and declared, that the premises so conveyed to the said Stretton and others were so conveyed upon trust, that the said Stretton and others, after the decease of the said Dame Sarah Hewley, should permit the said almshouse, with the buildings and appurtenances, to be used as an hospital for poor people, in such manner as the same then was, subject to the regulations thereafter mentioned; and that the said Richard Stretton, and others, and the survivors, &c., and the managers for the time being, should, out of the rents and profits of the residue of the said premises, pay all costs and expences of the said trustees, &c. concerning the reparation of the premises, or collecting the rents and profits thereof, or in providing Catechisms for the poor people in the said hospital, or in the execution of the trusts thereby declared, or the management of the trust-estate; and out of the rents and profits of the residue of the premises should raise the clear yearly sum of 60*l.*, and distribute and dispose of the same for the benefit and support of the poor people placed, or which the trustees, &c. or any four or more of them, should from time to time place in the said hospital, in such proportions, and at such times, and to such purposes, as the said Dame Sarah Hewley had declared, or should thereafter declare, in any writing signed by her, or in any rules appointed or to be appointed by her, or by her order to be signed by her*, for the choosing and government of the said poor people; and that the trustees and managers for the time being, or any four or more of them, should, after the decease of the said Dame Sarah Hewley, place to the number of 10 poor persons in the said hospital, whereof nine to be always poor widows, or unmarried

General Charities.
 Dame S. Hewley's
 Charity,
continued.

* Note.—These rules are set out in the Appendix.

General Charities.

Dame S. Hewley's
Charity,
continued.

women, so long as they should continue such, being of the age each of them of 55 years or upwards, and the tenth person to be a sober and pious poor man, who might be fit to pray twice a day every morning and evening, with the rest of the poor in the almshouse, and in default thereof, the tenth to be a poor woman, qualified as the other nine; and also that the trustees and managers should pay to each of the said ten poor persons 10s. upon the 1st day of every almanack month; and upon further trust, that when any of the trustees should die, the said Dame Sarah Hewley, during her life, and after her death, the surviving trustees, should elect in the room of every such deceasing trustee such person of reputation as they should approve of, to be a manager of the trust-estate equally with the surviving trustees, and have equal authority with them; the election of every such manager to be entered in a book to be kept as thereinafter mentioned; and that after two or three, at the most, of the trustees should have departed this life, the survivors should add to themselves, as co-trustees, the manager and managers so elected, to make up the number of trustees seven in the whole, and the surviving trustees should thereupon convey the trust-estate to the use of the surviving trustees and the co-trustees; and that the new conveyances should be declared by the seven trustees by separate indentures, in like manner as the before-mentioned conveyances are thereby declared, upon the same trusts as therein mentioned, with the like direction as to perpetuating new trustees; and upon further trust, that the trustees, &c. should, after the death of the said Dame Sarah Hewley, observe the rules and orders therein, and in a book of rules and orders subscribed by the said Dame Sarah Hewley contained, as carefully as they could; and that the trustees, &c. should after the death of the said Dame Sarah Henley be the only special visitors and governors of the said hospital, and the poor persons therein; and they, or any four of them, should have power to order, place in, and put forth of the said almshouse, the poor persons to be placed in the same, pursuant to the said rules and orders; and upon further trust, that if the trustees, &c. should be hindered or disturbed in their visitation or government of the hospital, or the poor people therein, by any civil, ecclesiastical, or other lawful authority, that then, so long as such hindrance or interruption should continue, the trustees and managers should employ and convert the said 60*l.* to such other pious uses as the said Dame Sarah Hewley should by writing appoint, and in default of appointment to such pious or charitable uses as thereinafter appointed; and upon further trust, that the said trustees, &c. should, after the decease of the said Dame Sarah Hewley, out of the residuary rents and profits of the premises, pay and dispose of such sums of money, yearly, or otherwise, to such and so many poor godly preachers for the time being of Christ's holy Gospel, and to such poor and godly widows for the time being of poor and godly preachers of Christ's holy Gospel, at such time or times, and for so long time or times, and according to such distributions, as such trustees and managers for the time being as aforesaid, or any four or more of them, should think fit, and employ and dispose of such sums of money, and in such manner, for the encouraging or promoting of the preaching of Christ's holy Gospel in such poor places as the said trustees and managers for the time being, or any four or more of them, should think fit; as also employ and dispose of such sums of money, yearly or otherwise, as and for exhibitions for or towards the educating of such young men designed for the ministry or preaching of Christ's holy Gospel, never exceeding such young men out of this charity at one and the same time, as the trustees and managers for the time being, or any four of them, should approve and think fit; and all the surplus and remainder of the clear and residuary rents and profits of the premises in and for the relieving of such godly persons in distress, being fit objects of the said Dame Sarah Hewley's, and the trustees' and managers' charities, as the trustees and managers for the time being, or any four or more of them, should think fit; provided, and it was thereby declared, that the trustees and managers for the time being, or such of them as aforesaid, should in their dispositions and distributions of the last above-mentioned charities have a primary and chief respect to such objects thereof as aforesaid, as were or should be in York, Yorkshire, and other northern counties in this realm, not excluding those in other places and counties as the trustees and managers for the time being, or any four of them, from time to time, should think fit; and also, that whatsoever charitable dispositions or allowances by the said Dame Sarah Hewley should have been made to persons or places in York or Yorkshire, immediately or

or shortly before her death, should be continued and paid out of the said clear and residuary rents, issues, and profits of the premises, by the trustees and managers for the time being, until they, or four of them at the least, should see just reason to discontinue, alter, or determine the same, or any of them, respectively. The deed also contains directions as to the appointment of a treasurer and a treasurer's clerk, meetings of the trustees and managers, auditing the accounts, and notices of meetings, similar to the directions upon those heads contained in the deed of the 13th of January 1704; and also a power to Dame Sarah Hewley, in manner therein mentioned, to revoke, alter, or make void any of the said trusts or charities, and to declare other and new trusts and charities; and on the deed is an indorsement under the hand and seal of Lady Hewley, and dated the 10th of May 1709, in these words: "Memorandum—It is the will and pleasure of the within-named Dame Sarah Hewley, that the managers of the said hospital, as to the putting in the poor upon any vacancy, shall be in the power of the within-named Thomas Colton, and also of Timothy Hodgson, gent., of Matthew Baycock, gent., Mr. Samuel Smith, grocer, Mr. Robert Rhodes, upholsterer, Martin Hotham, mercer, and of William Hotham, mercer, all of the city of York, and such as shall be chosen to succeed any of them when they die; and that the grand trustees shall every year, at the beginning of it, leave the monies in their hands for paying the monthly allowance for the year ensuing, and pay what is necessary for repairs and rebuilding it, when need requires it, into the said trustees and successors hands, and their receipt shall be their discharge."

The present trustees and managers of this charity are Samuel Shore, of Mearsbrook, in the county of Derby, esq., Samuel Shore the younger, of Norton Hall, near Sheffield, esq., John Pemberton Heywood, of Wakefield, esq., Thomas Walker, of Killingbeck Hall, near Leeds, esq., Thomas Lee, of Leeds, esq., Daniel Gaskill, of Lupset House, near Wakefield, esq., and William Walker, of Wilsick, near Doncaster, esq.

The sub-trustees, or trustees of the hospital at York, are Robert Sinclair, of York, esq., George Palmes, of Naburn, near York, esq., William Walker, of Wilsick, esq., the Rev. Christopher Wellbeloved, of York, and Mr. Thomas Smith, of York.

Trustees and managers have been chosen, and the charity-estates conveyed from time to time, pursuant to the directions of the deeds, and new trustees of the hospital at York have been appointed as occasion required, by the principal trustees.*

A particular of the charity-estates is given by way of Appendix to this Report. Part of the property consisting of some woodland is not demised; a messuage and large garden in the city of York are let upon lease; and the rest of the property, consisting of sundry farms, &c., is let to different tenants, holding from year to year. At the time of this Inquiry in March 1826 the clear annual rents amounted to 2,830*l.* or thereabouts. It was usual to let the farms, &c. upon lease, and in 1806 the farms were all valued, and were let in 1807, according to the valuation, for terms of 11 years; but since the expiration of those leases the tenants have occupied from year to year, the same rents being nominally reserved as were reserved under the leases, except as to the farms on the estate called Hay-a-park which appear to be let according to a valuation made in 1819; it was found necessary, however, both before and since the expiration of the leases granted in 1807, to make considerable abatements from the rents by way of a per-centage allowance, and different abatements have accordingly from time to time been made; and at the time of this inquiry a deduction was made or allowed from the rents reserved, in some instances of 20*l.*, and in others of 15*l.* per cent; but it had been resolved by the trustees in May 1825, that from Lady-day 1826 the tenants should pay the full rents for their respective farms at which they were held before any per-centage was allowed, and those rents, if they be obtained, may be considered the full annual value; respect however being had to the present prices of agricultural produce, it is probable that the resolution cannot be fully carried into effect.

The trustees are also possessed of an Exchequer bill for 1,000*l.* and a promissory-note for the sum of 791*l.* 10*s.* 3½*d.* being, a balance due from a former treasurer,

General Charities.

Dame S. Hewley's
Charity,
continued.

* Note.—The power of appointing sub-trustees on vacancies in their number was considered to devolve upon, and has uniformly been exercised by, the principal or grand trustees.

General Charities.
 Dame S. Hewley's
 Charity,
continued.

treasurer, and the interest on those sums is regularly carried to the general account of income; the money secured by the Exchequer bill is considered a fund appropriated to the purpose of providing for the proportion, payable by the trustees, of a fine for renewal of a lease for three lives of the rectorial tithes of the parish of Knaresborough (of which the estate at Hay-a-park is part) held under the prebendary of Knaresborough, in the cathedral church of York. The leasehold interest in the tithes of Hay-a-park, it is stated, was purchased several years ago by the then trustees, at their own expense, for the benefit of the charity.

Meetings of the trustees are held in the months of May and September every year, at which the accounts are examined and audited, and all business relative to the administration of the charity is transacted. The income is received and the accounts are kept by one of the trustees as treasurer, and the funds, not paid at or immediately after the times of meeting, are kept, until disbursed, in a bank at Wakefield, and interest is paid on the cash balance in the bank. The clear annual income, after payment of the rent of 100*l.* a year, mentioned in the deed of 1704; the annuities of 5*l.* a year to each of the seven trustees given by the deed, an allowance of two guineas at each meeting to each of the trustees attending at such meeting, for his expenses of travelling and entertainment, and the expenses attending the receiving of the rents, and the management of the property, and of the trust, are appropriated to and applied for the objects of the charity, in the proportions and manner determined on by the trustees at their meetings; the method of application, classified under the distinct heads mentioned in the trust-deeds, being as follows:

1. For poor and godly preachers of Christ's holy Gospel.

This description of objects of charity in the trust-deeds has from the first institution of the charity, in conformity, no doubt, with Lady Hewley's intention, been considered to apply to Protestant dissenting ministers*, and the trustees accordingly allow to such ministers stipends or pensions, paid half-yearly, which are continued to each minister during his life, unless he be removed from his congregation, or cease to be a proper object of charitable relief.

The ministers are, with very few exceptions, resident in the northern counties, and the stipends allowed them are of different amount, varying from 5*l.* to 18*l.* a year, except in the instance of the minister of the chapel in St. Saviourgate, York, whose stipend is 80*l.* a year. The sum paid in pensions for the half-year ending in September 1825, the last half-yearly meeting before this Inquiry, was 1015*l.* 10*s.*, the number of stipendiaries being 228, or thereabouts. A new list is made out every half-year of the several ministers, and their respective pensions; and when application is made for the benefit of the charity the trustees require that the applicant should be a settled minister of a congregation, and have been regularly educated for the ministry in some college or academy; and they further require a petition from some members of the congregation in favour of the candidate minister, representing their condition as to number, and the income arising to their minister from the congregation, or from any permanent endowment, together with testimonials of the applicant's character from some respectable dissenting ministers of the neighbourhood.

The reason alleged by the trustees for the allowance of the larger stipend to the minister of the chapel in St. Saviourgate, York, is, that Lady Hewley, who built or contributed to the building of that chapel, and attended Divine Worship there, used also to contribute some considerable yearly pension or sum of money for the support of the minister, and that the trustees therefore consider the preference of that minister to be sanctioned, or required by the direction in the deeds, that the charitable dispositions or allowances made by her, Lady Hewley, to persons or places in York or Yorkshire should be continued and paid. The stipend of the minister of St. Saviourgate chapel, it is represented, was at one time 40*l.* a year, and was afterwards, for a long time, 60*l.* a year, and it was increased some time ago to 80*l.* a year, on an occasion when the rents of the charity-estate were advanced.

The

* *Note.*—Lady Hewley and the trustees named in the deed were Protestant dissenters.

The ministers to whom stipends are allowed are generally, or perhaps, in all instances, professedly of one or other of the three denominations of Presbyterians, Independents, and Baptists. It may be proper, however, to notice in this place, with reference to the sequel, that as it is generally understood the members of those denominations used formerly to entertain the same faith and opinions with respect to the doctrine of the Trinity as are acknowledged and professed in the Church of England; but that a considerable change of opinion and belief upon that subject has taken place among several dissenting preachers and congregations since Lady Hewley's time; and though we have not taken it upon us to inquire into the tenets of the individual ministers who receive stipends from the charity, we may venture to state that many of them do embrace and maintain what are commonly called Unitarian sentiments.*

2. For poor and godly widows of poor and godly preachers of Christ's holy Gospel.

3. For relieving godly persons in distress, being fit objects of charity.

Pensions used to be given to preachers widows as a separate class; but for some years past persons of both the two descriptions last above mentioned have been combined under the general title of beneficiaries, and yearly pensions are accordingly allowed by the trustees to poor persons in the northern counties, known by or recommended to them as proper objects of charity, a preference being given to the widows and orphan children of dissenting ministers, and the applications for the charity being usually signed by two dissenting ministers. Those pensions vary in amount from 1*l.* 10*s.* to 9*l.* a year, and when the income of the charity was more considerable upwards of 400*l.* was sometimes given in pensions, but in September 1825 the allowance for the year amounted to 281*l.*, which was distributed among sixty-nine persons.

4. For the encouraging and promoting of the preaching of Christ's holy Gospel in such poor places as the trustees should think fit.

This branch of the trust is not carried into effect in any specific manner, or otherwise than as it may be considered in some measure performed by the allowance of pensions to preachers and exhibitions to students for the ministry.

5. For exhibitions for or towards the educating of young men designed for the ministry of Christ's holy Gospel.

The trustees appropriate 100*l.* a year to the payment of exhibitions to five† young men designed for the ministry as Protestant dissenters, and brought up at the Institution called the Manchester College‡, at York. The money is paid

General Charities.

Dame S. Hewley's
Charity,
continued.

* A representation has been made to us on the part of some very respectable dissenters in the north of England, complaining of the allowance of stipends from the charity to preachers of Unitarian or Socinian persuasion, and suggesting that most of the trustees entertain those or similar religious opinions, and administer the charity in such a way as to promote the encouragement and dissemination of such doctrine; on the part of the trustees it is positively asserted, that in the selection of the objects and the administration of the charity they never make any inquiry into the particular creed, or doctrines, or tenets of the applicants, and that no preference is given to any persons on account of their peculiar faith or opinions.

From the examination of the Rev. Charles Wellbeloved, one of the sub-trustees, and minister of the chapel in St. Saviourgate, York, we find that the congregation of that chapel are denominated English Presbyterians; that Unitarian tenets or principles are taught and inculcated in the chapel; and that the same doctrines were maintained by the last minister, the Rev. N. Cappe. Mr. Wellbeloved also states that he does not know whether the same religious tenets were held by the Rev. Mr. Hotham, who was minister before Mr. Cappe, until the year 1756, but that Mr. Hotham's predecessor, the Rev. Dr. Colton, during whose ministry Lady Hewley attended the chapel, was certainly not an Unitarian in opinion; and Mr. Wellbeloved concludes, from Lady Hewley's attendance at the chapel during Dr. Colton's time, and from the general state of religious opinion at that period, that she did not entertain what are commonly called Unitarian sentiments.

† *Note.*—The number of exhibitions was for some time six, but it has lately been reduced by the trustees to five, which was formerly the number. It may be remarked that the number mentioned in the first deed is five, but in the second deed a blank space is left for the number.

‡ *Note.*—The Rev. Charles Wellbeloved, who is the theological tutor of Manchester College, states that the design of that institution is to instruct young men for the ministry among Protestant dissenters; that the college is principally resorted to by persons intended for the ministry amongst Presbyterian dissenters, and the subscriptions for the support of the institution are contributed for the most part by Presbyterians, but the college is open for students of any denomination; that the students are carefully instructed by him, as theological tutor, in Biblical criticism, but no particular tenets or doctrines of faith are inculcated, and the students are allowed and encouraged to study the Scriptures, and to judge on every point of doctrine for themselves; that most of the students who come to and who leave the college entertain Unitarian sentiments, but, he adds, do not on leaving the college entertain those sentiments in consequence of any influence which he as their tutor exercises.

General Charities.
 Dame S. Hewley's
 Charity,
continued.

paid to the treasurer of the college, and is applied under his direction in equal shares towards the support of five students of the poorer class, who are not receiving the benefit of other exhibitions, the allowance being continued to each for a period of five years. Exhibitions were formerly allowed to young men educated at the University of Glasgow, and at other academies for dissenters; but for some years past the exhibition-fund has been received by students at the Manchester College only.* No specific reason for this practice has been assigned, and there is no express resolution of the trustees determining the place of education of the exhibitioners.

6. For the continuance of such charitable allowances and dispositions as were made by Lady Hewley before her death.

It is not known what charitable allowances were made by Lady Hewley, except perhaps an allowance to the minister of St. Saviourgate Chapel, and the relief of the poor in the almshouse.

7. For supporting the almshouse at York, and the poor people therein, and supplying them with Catechisms.

Certain rules were made by Lady Hewley for the government of the almshouse and almspeople, which are set out in the Appendix, but they appear to be in substance rather than specifically enforced.

The expense of repairing and maintaining the almshouse is defrayed out of the general funds of the charity. The almspeople consist of nine widows, or unmarried women, and one man and his wife, and they are chosen by a majority of the sub-trustees, none being admitted except on an application in writing, containing a recommendation from two or more respectable individuals. Poor persons, who are dissenters, are preferred, but others are not excluded. The almspeople receive each of them a stipend of 18*l.* a year, (the man and his wife being reckoned as one,) by monthly payments. Until the year 1805 the annual sum of 60*l.* only was paid to the almspeople conformably to the directions of the trust-deed, but such provision being very inadequate to their support, the trustees advanced it in that year by a further allowance of 10*l.* a month to each of the almspeople out of the revenues of the charity; and by two subsequent resolutions they have further increased the stipends to their present amount. The additional allowances are considered by the trustees to be authorized by the general power given to them to relieve poor persons in distress, and such exercise of the power does not appear to us inconsistent with her intentions, but the extra allowances are not entered in the accounts among the sums given to the beneficiaries, which would be more regular.

The above statement exhibits the general mode in which the affairs of this charity are conducted, and its funds applied; and it does not appear to us, on inquiry into the administration and examination of the books of account, &c. that the trusts are otherwise than duly performed in all essential particulars, unless it is to be considered a departure from Lady Hewley's intention that part of the revenues should be applied in favour of dissenting ministers, who entertain and preach Socinian or Unitarian doctrines of faith, or in the allowance of stipends to widows of such ministers, and exhibitions to students brought up in those sentiments. With reference to this important subject of consideration, it may be urged on the one hand, that preachers of no particular denomination or religious opinion are designated by the trust-deeds; and that it is impossible to ascertain what latitude of opinion Lady Hewley would have allowed to the future objects of her bounty, upon points of faith and doctrine, which in her lifetime were not a common subject of controversy among dissenters; and it is suggested that all ministers are now to be considered as coming under the description of preachers of Christ's holy Gospel, who in the terms of the declaration required by the statute of the 19th Geo. III. c. 44, are Christians and Protestants, and believe the scriptures of the Old and New Testament to contain the revealed will of God, and who receive the same as the rule of their doctrine and practice. On the other hand, it is insisted, that as Lady Hewley attended

* *Note.*—It is a subject of complaint among the Trinitarian dissenters that these exhibitions are confined to students at Manchester College. In 1821 an application was made to the trustees from the dissenting college at Rotherham for aid to that institution, the answer to which was, that the number of students to be assisted in their education out of Lady Hewley's fund was limited by the foundress, and that number being then full, the trustees could not, however willing they might otherwise be, accede to the request made to them.

attended a place of worship in which the doctrine of the Trinity was taught or acknowledged as a principle of the Christian religion*; and the teaching of that doctrine, which consists in a denial of the Trinity was illegal, and had been made subject to penalties by an Act passed a few years before the establishment of this charity†, it cannot be assumed that she intended to support or encourage preachers of the latter persuasion. Some legal decisions, upon cases analogous to the present, have lately occurred‡, and consistently with the authority of those decisions, we think it must be considered at the least very questionable whether preachers or students of Unitarian belief and doctrine can properly be admitted to receive stipends and exhibitions under this charity; and as it is made a subject of complaint that many such do receive benefit from the charity, which operates of course to the detriment of others of a different persuasion, and it is suggested that several, or some of the trustees entertain Unitarian sentiments, and would therefore, as may be presumed, rather favour than exclude persons of the like opinions, we think the question which has arisen in this case ought to be submitted to the consideration of a Court of Equity, in order that a judicial declaration may be pronounced as to the proper mode of administering and dispensing the charity in the particular respect above noticed, and such directions may be given, as the case may require, for securing its proper administration in future§.

General Charities.

Dame S. Hewley's
Charity,
continued.

TRAVIS'S CHARITY.

Henry Travis, by his Will, dated 29th May 1706, devised to Fisher Tench, and Samuel Thayer, and their heirs, all his lands and hereditaments in the counties of York and Lincoln, in trust, to settle the same upon trustees, to the number of nine, and their heirs for the support of a charity to certain poor children of the inhabitants of the three parishes of Thorne and Hatfield, in the county of York, and of Wroot, in the county of Lincoln, in such manner and form as was contained in a certain paper draft, or drafts, all or most part of his own hand-writing, by which paper draft he recommended and entreated the Lord Archbishop of York and his successors to be visitor and visitors of the said charity, and to make such orders and rules for the regulation and due examination thereof, as he or they, in their grave wisdom, should think fit.

Travis's Charity.

By a Decretal Order of the Court of Chancery, of the 27th November, in the 7th year of Queen Anne, in a cause between the said Tench and Thayer, plaintiffs, and Henry Travis, an infant, and others, defendants, it was referred to one of the Masters of the Court to look into the scheme left by the testator, and settle such draft of a settlement to be made of the premises as he should think fit, having regard to the scheme proposed by the testator for that purpose. In obedience to the order, the Master made his report, dated the 5th July 1710, and in pursuance of the trust reposed in them the said Fisher Tench and Samuel Thayer, by Deed, dated the 5th July 1710, conveyed the premises to trustees, upon the trusts therein mentioned, and thereby, after reciting the aforesaid recommendation and entreaty of the said Henry Travis, the said Fisher Tench and Samuel Thayer humbly recommended to his Grace the Archbishop of York, and, as much as in them lay, empowered him and his successors to be visitors of the charity thereby provided for, as therein mentioned. The authority thus given having been accepted and acted upon, it appears to us that the Archbishop of York is special visitor of this charity.

WHEELWRIGHT'S CHARITIES.

John Wheelwright, gentleman, by his Will, dated the 14th day of October 1724, devised all his messuages, lands, and hereditaments, in the county of York,

Wheelwright's
Charities.

* *Note*.—The religious doctrines taught by Mr. Bowles's Catechism, mentioned in Lady Hewley's rules for the almshouse, a sermon preached at her funeral by Dr. Colton, and a memoir or account of one of the original trustees in Calamy's Nonconformist's Memorial, are considered to supply further evidence of Lady Hewley's religious opinions.

† 9th and 10th William III. c.

‡ *Attorney-General v. Pearson*, 3 Merivale's Reports, 353; *Craigdallie v. Aikman*, 1 Dow's Parliamentary Cases, 1; and *Foley v. Wontner*, 2 Jacob and Walker's Reports, 247.

§ *Note*.—The donation of exhibitions to students at the Manchester College exclusively, and other circumstances, make it probable that notwithstanding the general rule on which the trustees profess to act, persons of Unitarian sentiments obtain some degree of preference; but considering the discretion, both as to the choice of objects, and the amount of the allowances to be made them, which is conferred on the trustees, it would be unprofitable to enter upon an investigation of the extent of such preference, if it does exist, until it is determined judicially that Unitarians are not proper objects of the charity.

General Charities.

Wheelwright's
Charities,
continued.

York, and elsewhere, unto John Wheelwright, of Northland, in the county of York, miller, Ely Dyson, of Clay House, in the county of York, merchant, and Abraham Thomas, of Dewsbury, in the said county, clothier, upon trust, to convert into a free-school, and convenient apartments for the habitation of a schoolmaster, a house the testator had built at Dewsbury, in the county of York, and that the said trustees, and the survivors of them, and other such persons as should be thereafter appointed trustees after their deaths, should keep the school-house in good repair, and pay to the master of the same for the time being, quarterly, the clear yearly sum of 2*l.* for the teaching of two poor boys or girls there; the same, and also the first and every other schoolmaster, to be elected by the trustees for the time being; and that the said schoolmaster should pay to the lord of the manor for the said school the yearly rent of 2*s.* 6*d.* if demanded; and upon further trust, that the said trustees should out of the testator's personal estate apply the sum of 150*l.* for building a school at Rishworth, in the county of York; and should also out of the his real estates pay the yearly sum of 10*l.* to a schoolmaster, by quarterly payments, for instructing 20 boys and girls, to be chosen by the trustees out of the poorest tenants children living on any of the testator's estates; and the testator thereby directed that so many of the said boys and girls as should not be elected of his said tenants children, should be chosen by his trustees for the time being out of the poor of the parish where the said school stood, the said master to teach them to read and write, and to prepare as many of the boys for the Latin tongue as the trustees should judge to have capacities to learn the same; and the testator ordered that the 20 children should always consist of more boys than girls; and his will was, that the trustees should pay out of his said estate, by quarterly payments, the clear yearly sum of 40*l.* to a schoolmaster, sufficiently skilled in the Latin and Greek languages, and of sound principles, according to the doctrine of the Church of England, who should teach and instruct as many of the aforesaid poor boys, as should from time to time become fit to learn the Latin and Greek tongue; and that the number of 20 boys and girls to be taught by the two masters as aforesaid should be from time to time kept up, and consist of a majority of boys; and he empowered the trustees for the time being, or any two of them, to choose such schoolmaster and schoolmasters, and from time to time to place, or for any misdemeanor, neglect, or other just cause, to displace them, or any of them, according to their discretion; and he directed and appointed that his dwelling-house, called Goat House, in Rishworth, should be made convenient, and so continued by the trustees, for the lodging of the two schoolmasters, and also for the lodging, boarding, and entertaining of the 20 boys and girls; and that the trustees should yearly pay and apply, out of his estate, the sum of 5*l.* for the maintenance of each of the 20 boys and girls, at the Goat House, the same to be paid at equal payments to such person and persons as should from time to time have the care and management of the boys and girls, at the end of every week; and also, that the trustees should yearly pay to a sober, discreet, and careful woman, to be employed in dressing of victuals, washing, bed-making, and other the necessary looking after the 20 boys and girls, the sum of 10*l.*, by quarterly payments in every year, such woman to be chosen and displaced by the trustees, as they should see cause; and he directed that the Goat House should be sufficiently furnished, and kept furnished by the trustees for the entertainment and intent aforesaid, out of his said estate; and that each and every of the said boys should, at the age of 16 years, or thereabouts, have the sum of 5*l.* paid or applied by the trustees out of the testator's estate for and towards fitting him out, or for putting him apprentice to some trade, occupation, or business, such trade or occupation to be in the choice of the boy and his parents, except only one of the boys that should be best capable of University education, which he thereby ordered should, at the age of 18 years, or so soon as he should have school-learning sufficient, be sent to Cambridge or Oxford, and should be there maintained by the trustees out of his said estate, at the rate of 40*l.* per annum, for four years and no longer; after the expiration of which four years another boy should be sent upon the same footing as the former, and so to be continued one after another, for ever, all and every such boy and boys to be chosen by the trustees, or the majority of them, with the advice of the head schoolmaster for the time; and the testator thereby bequeathed unto the said John Wheelwright, Ely Dyson, and Abraham Thomas, all his personal estate

upon the trusts therein mentioned; and he directed, that in ease the said John Wheelwright should die without heir-male, that then it should be in the power of his two other trustees, or their successors, to elect and appoint another person of the surname of Wheelwright, who should be invested with, and entitled unto the same power, profits, and privileges, as the said John Wheelwright was by that his will in all respects whatsoever; and that upon the deaths of the other two trustees Ely Dyson and Abraham Thomas, the survivor of them, and the said John Wheelwright, or his heirs-male, or such other person of the name of Wheelwright, as should be appointed as aforesaid, should elect and appoint other trustees, who he desired might be able, honest, and faithful persons, living in the tenements wherein the said Ely Dyson and Abraham Thomas then dwelt, if there were any such, and for default of such, the two surviving trustees should choose such other person and persons as they should think fit to be trustees from time to time, as often as occasion should require; and he declared, that in ease of any neglect or default happening by his trustees, or their successors to be elected as aforesaid, in not making of such elections of trustees as aforesaid, or in the not duly performing the several trusts thereby in them reposed, on the nonpayment of any of the bequests and charges thereby made by him upon his said estates, or any misapplication thereof contrary to the true intent and meaning of that his will, that then, and upon any such complaint made, and not otherwise, he thereby authorized and empowered the Archbishop of York for the time being to inquire into and rectify all and every such abuse or default, and to put the same again upon the footing thereby intended, but without further power to intermeddle therein; and he ordered and appointed that the clear yearly sum of 100*l.* should be from time to time paid out of his said estate to such person or persons who should more immediately be concerned in the managing and looking after the several trusts aforesaid, the said sum to be paid at four equal quarterly payments in every year; and the testator thereby appointed the said John Wheelwright during his natural life to manage and look after the same; and directed, that after the death of the said John Wheelwright the said other trustees should choose the son of the said John Wheelwright to manage the several trusts aforesaid, and after his death should choose one of the issue-male of the body of the said John Wheelwright, and for default of such issue should choose and elect another person of the surname of Wheelwright to manage and look after the trusts aforesaid; and the testator directed all his estate, both real and personal, should be chargeable and subject to the several uses, trusts, legacies, devises, and charges thereinbefore mentioned, and that whatever surplus might arise out of the real and personal estate, over and above the discharges of the several trusts, orders, directions, and devises aforesaid, should go and be applied by the trustees to the purchasing of lands, and that the profits thereof should always be applied to and for the better maintenance and support of the said 20 children, and to the enlarging of the number of scholars thereof, or for the sending of more of them to the University, as the said augmentation might allow of, in such manner as his said trustees should think fit; and he desired that constant prayers might be read in the said schools every morning and evening by the masters thereof; and that the said children be religiously and virtuously brought up and educated according to the doctrine of the Church of England as by law established; and he willed and ordered that his trustees should not demise or grant any part of his estates for terms exceeding 21 years, nor reserve any greater or other rents upon any such leases than the same were then actually rented or let for; and the testator appointed the said John Wheelwright, Ely Dyson, and Abraham Thomas, joint trustees for managing and seeing the several uses and trusts thereinbefore mentioned duly observed and performed; and he thereby appointed the said John Wheelwright sole executor of his said will.

An Information concerning this charity was filed in the Court of Chancery in the year 1816, the principal object of the Information being to have one of the relators, named Robert Wheelwright, appointed the managing trustee of the charity-estate, and a petition was presented in the Court about the same time by the then trustees, praying that directions might be given for the regulation of the charity, and increasing the allowances for the master of Rishworth school, and the provision for the maintenance of the children; and upon

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Wheelwright's
Charities,
continued.

an application made to the Court, it was referred to the Attorney-General to determine which of the proceedings should be carried on in preference to the other. In consequence of that reference, and of some intimation upon the subject made by the Lord Chancellor in the course of some of the proceedings in the Suit before him, the original Information was amended, the proceedings under the petition were stayed, and the Suit was brought to hearing upon the amended Information in or about the month of May 1824, when a Decree was pronounced, whereby such order was made, and it was referred to one of the Masters of the Court to make such inquiries and take such proceedings as are mentioned or referred to in the Report next mentioned.

By a Report of the Master, made in the cause, bearing date the 21st January 1826, after setting forth that in pursuance of the Decree, bearing date the 28th day of May 1824, wherein it was stated that the defendant John Wheelwright, who had been nominated a trustee of the charity-estates, but to whom no conveyance thereof had been executed, by his counsel consented to be discharged from being such trustee; and whereby it was ordered that he should be discharged therefrom, but that nevertheless he should be at liberty to attend the said Master on the matters thereby referred to him, the late defendants John Dyson and William Wilcock, the other trustees of the charity-estates, being dead; and whereby it was ordered that it should be referred to the Master to appoint three proper persons to be trustees in the room of John Wheelwright, deceased, one of the late trustees, and the said late defendants John Dyson and William Wilcock, in the appointment of which trustees he was directed to select and appoint a person properly qualified, according to the conditions of the said testator's will, to be the managing trustee of the said trust-estates; and that he should consider of a proper salary to be allowed such managing trustee, having regard to the salary in the said will mentioned, and also to the then present state of the charity, and with liberty for the relator James Wheelwright to propose himself as such managing trustee; and also in pursuance of an order, bearing date the 18th day of April 1825, made in the cause, on the application of the relators, whereby it was ordered that the Master should be at liberty to make one or more separate report or reports of any of the matters referred to him by the said decree of the 28th May 1824, the said Master certified that he had been attended by the solicitors for all parties, and had proceeded upon that part of the said decree which directed him to appoint new trustees as before mentioned; and after setting forth the will of the said John Wheelwright, and that two several states of facts and proposals had been laid before him, by one of which the relators proposed that the relator James Wheelwright should be appointed the managing trustee of the charity, and that Lawrence Halstead and John Greenwood should be appointed the other two trustees; and by the other whereof the defendants proposed that the defendant John Wheelwright should be appointed managing trustee, and that Samuel Knight and George Priestly, should be the other two trustees of the charity; and that many affidavits had been laid before him in support of and in opposition to such proposals respectively, he further certified, that upon due consideration thereof he was of opinion that the said James Wheelwright, although coming within the description contained in the testator's will of a person of the surname of Wheelwright, yet was not by situation and habits of life, or by his education, properly qualified to be managing trustee of the charity; and the said John Wheelwright having originally been called Hoyle, and having only assumed the name of Wheelwright, the Master conceived that he was not a person properly qualified according to the conditions of the testator's will to be such managing trustee; and no other person having been proposed, he the Master was unable to select or appoint a person properly qualified according to the conditions of the testator's will to be such managing trustee; and that with respect to the other trustees, he conceived that the balance of testimony was in favour of the said Samuel Knight and George Priestley, and he therefore appointed them to be trustees of the charity in the room of the late defendants John Dyson and William Wilcock; and the Master further submitted to the consideration of the Court, whether, under the peculiar circumstances of the case, it might not be proper to appoint the said John Wheelwright as the third trustee, he undertaking to act as such without any salary, and to authorize the trustees to employ the said James Wheelwright in such business relative to the said charity as they should find him capable of performing, and to

to pay him the sum of 100*l.* annually, being the sum intended by the testator to be appropriated for a managing trustee of the surname of Wheelwright; and it being by the said decree ordered that it should be referred to the Master to consider and approve of a proper scheme for the application of the surplus-funds, accumulations, and increased rents, in the augmentation and extension of the charities according to the directions contained in the testator's will, and two several schemes and proposals having been brought in before him for the regulation of the charity, and the applications of the funds pursuant to the said decree, one on the part of the relators, and the other on the part of the defendant John Wheelwright, supported respectively by several affidavits and other evidence, the said Master reported that he found that the annual rents and profits of the charity-estates had been greatly increased since the decease of the testator, and that the then rental of the charity-estates amounted to the annual sum of 1,939*l.* or thereabouts; and that there was standing in the name of the Accountant-general, in trust, in the cause, in Bank 3*l.* per cent annuities, 7,476*l.* 7*s.* 9*d.*, and in cash the sum of 1,521*l.* 10*s.* 1*d.* after payment of the costs of all parties of the suit, pursuant to the said decree; and he found that the school or building used as the school at Rishworth was a large building, containing one room only, which was in a very dilapidated state; and the farmhouse called Goat House, which the testator by his will appropriated for the residence of the schoolmasters and children at Rishworth, was a very old farmhouse, situated upon the summit of a hill, and was in a very ruinous and dilapidated state, and was much too small, and not at all calculated for the accommodation of so many children, and under such circumstances it was desirable that a new school and convenient building should be erected upon the site of the school, or on some other more convenient and eligible part of the charity-estates within the township of Rishworth, at the discretion of the trustees; and he found that the school at Dewsbury was established as a free grammar-school, and was sufficient for the accommodation of a larger number of children, but he did not find any authority in the will for maintaining a grammar-school there; and upon due consideration of the several schemes and proposals brought in before him, and the evidence in support thereof, and such information as had been laid before him by the several parties, he had thought fit to adopt and approve of the following as a proper scheme for the application of the surplus-funds, accumulations, and increased rents, in the augmentation and extension of the charities according to the directions contained in the testator's will, (that is to say) that there should be maintained at Rishworth, out of the trust-funds, two schools, to be conducted respectively upon the following plan (that is to say); first, a preparatory school, to consist of 15 girls and 25 boys, the boys and girls to be admitted at five years and a half, and the boys to remain until eight years and a half, or nine years, and the girls to remain till thirteen years, all to be taught reading, writing, and arithmetic, and the girls to be taught plain-work, and be accustomed to domestic work; and that there be allowed the sum of 10*l.* to be given with one girl in each year, either as an apprentice-fee, or to be applied for her use upon her going into service, at the discretion of the trustees; and that a suitable building should be provided for that first or preparatory-school, and a master and matron should be appointed for the conduct thereof by the trustees for the time being, and with such salaries respectively as the trustees should from time to time consider proper to be given to such persons respectively, but in no case exceeding the sum of 800*l.* in the whole, and to be kept as much below that sum as circumstances would admit: secondly, a grammar-school, to consist of at first 30 boys, to be elected in the first instance by the trustees according to the directions of the will, and upon future vacancies to be selected from the boys at the preparatory-school; the boys in that school to be divided into three principal divisions or classes, with such further subdivisions as the master with the concurrence of the trustees might think right; that the first class should consist of the boys from the first entrance into the school to the age of twelve years, or such other age at which the master might think them fit to begin Greek; that class to be well grounded in Latin and English, and to be taught writing and arithmetic; that at the age of twelve, the parents or guardians of the boy should be called upon to declare whether they wished the boy to be placed in the second or third division; that in the second division the boys should remain until 16, when they must quit the

General Charities.

Wheelwright's
Charities,
continued.

school ; in this division they should not learn Greek ; they should be made as perfect as possible in arithmetic, and be well taught in Latin ; they should be well grounded in mathematics, and carried as far as their age would permit in the practical part ; provision should be made for teaching some of them mensuration and surveying, and for teaching others the rudiments of chemistry ; and the master, upon communication with the parents or guardians, and observation of the boys themselves, would class them for their branches of education respectively ; that in the third division should be placed those boys whose parents expressed a wish that they should receive what is properly called a classical education, they would be there carried on in Latin and taught Greek, and accustomed to composition in Latin and English ; they would be also carried forward in arithmetic, and in the last year or two they would be grounded in mathematics ; that the boys in that division should also leave the school at 16, except those who were selected as candidates for the University, the number of which candidates might be determined from time to time by the trustees, with the advice of the master ; one to be selected every second year from the number of the candidates, and sent to one of the Colleges at Oxford or Cambridge, with an exhibition of 150*l.* a year for four years : That upon the examination of the candidates for the University, to be conducted as thereafter provided, the trustees should be at liberty to apply 100*l.* for the benefit of the boy who should appear next in merit to the successful candidate : That for that school there should be appointed at first two masters, (*viz.*) a head master and a second master, which second master should teach writing and arithmetic, and take such other part in the school as the head master should direct, with the approbation of the trustees : That if upon experience the trustees found that a third master was necessary for the conducting of that school, then they might at their own discretion appoint a third master to teach writing and arithmetic, and who should also be competent to teach mensuration, and the rudiments of mathematics : That the salary of the head master should not exceed 200*l.*, that of the second master should not exceed 100*l.*, and that of the third master (if appointed) should not exceed 70*l.*, but the trustees should fix the respective salaries within the above-stated limits, at such sums as they might think proper, with reference to the number of boys educated, and the qualifications of the masters respectively : That the trustees should be at liberty to procure and pay for instruction in modern languages, or other branches of education, for such of the boys as the master might find well qualified to receive it, to be allowed by way of reward for diligence and industry ; provided that they should not expend upon that object in any one year more than 60*l.* : That the trustees should be at liberty to lay out a sum not exceeding 4,000*l.* under the direction of the Master, (to whom that cause was referred,) in the erection of a new school-house at Rishworth, with proper accommodation, and with a good play-ground, and suitable out-buildings attached thereto, with suitable dwellings for the master or masters, mistress, matron, and other persons engaged in the conduct of the school : That there should be appointed by the Archbishop of York for the time being an able and sufficient person to examine in public, before the trustees and the master, all the boys in their respective classes once a year, on the feast-day of St. John the Baptist, who should state in writing to the Archbishop, and to the trustees, his unbiassed opinion of the progress of the boys, for which, and his expenses, he should receive 20*l.*, such examiner to be a graduate M. A., or higher, of Oxford or Cambridge : That each and every boy and girl should appear at their respective schools clean and decently clothed ; and that no child should be continued in either of the schools having any infectious disease, or of natural filthiness, nor any child who should be evil or wickedly disposed, or of lewd conversation, and who after reasonable correction should not be reformed ; and that it should be in the power of the trustees for the time being, or the majority of them, to expel from the school any child for the causes aforesaid, or any of them, or for any other just and reasonable cause : That at the annual meetings to be held on the feast of St. John the Baptist as aforesaid the trustees, or the majority of them, might make such rules and orders for the better regulation of the schools, and the masters thereof, and the boys and girls to be admitted therein, as they should think proper, which rules and orders should be submitted to the Archbishop of York for the time being, for his sanction and approbation ; and that such of the rules and orders only as

should

should meet with his Grace's sanction and approbation should be binding and have effect: That all monies to be received by the trustees of the charity-estates for the time being, or any or either of them, should immediately upon the receipt thereof be paid into the hands of a banker or bankers for safe custody, in the joint names of all the trustees; and that no money should be drawn from such banker except by drafts or cheques, to be signed by a majority of the trustees: That the trustees should twice in every year, viz. on the 1st day of February, and 1st day of August, make out or cause to be made out, an account in writing, of all sums received and paid for and on account of the charity up to the 1st day of February, and 1st day of August, which accounts should at the annual meeting before mentioned, in every year, be submitted, if required, to the Archbishop of York for the time being, who might require the vouchers to verify the truth and accuracy of the same, to be laid before his Grace whenever he might think proper: That when any one or more of the three trustees for the time being should die, or resign his or their office, or become incapable or incompetent to act in and perform the trusts of the charity, the surviving or continuing trustee or trustees should immediately, or as soon after such death or resignation, incapacity or incompetency as might be, nominate one or more other person or persons, as the case might be, to supply the place or places of the trustee or trustees so dying or resigning, or becoming incapable or incompetent to act in the trusts; and that in the nomination and appointment of a managing trustee regard should be had to the directions contained in the said testator's will, by selecting a person of the surname of Wheelwright, if a proper person of that name could be found: That the surplus-rents and profits should be invested to accumulate; and that such accumulations, with the balance of the funds in court, in trust in the cause, after payment of the costs of the suit, and the expenses of the school and buildings thereinbefore proposed to be erected, together with any increase in the rents by a change of the times, or from letting part of the charity-estates on building leases, or from letting the coal-mines or stone quarries in and under the charity-estates, or some part thereof, and from the sale of the timber, should go and be applied by the trustees to the enlarging the number of boys in the school, or for the sending of more of them to the University, as the said augmentation might allow of, in such manner as the trustees for the time being, or the majority of them, might think fit: That inasmuch as the testator appeared to have intended to maintain a school-house and schoolmaster at Dewsbury, the trustees should be at liberty to expend a sum not exceeding 100*l.* a year in maintaining the school-house there, belonging to the charity, and in paying the salaries of a master and mistress, to be employed in the education of as large a number of boys and girls, children of poor parents at Dewsbury, as the said sum would enable them to educate; such children to be nominated by the trustees, and to be taught reading, writing and arithmetic, according to the National plan of education, and the girls to be taught plain-work.

By an Order made in the Suit, dated the 24th May 1826, it was ordered that the said Master's said report be confirmed, and in conformity with the Master's suggestion contained in the said Report, it was ordered, that the defendant John Wheelwright should be appointed the third trustee, in the room of the late managing trustee John Wheelwright, deceased, he undertaking to act without a salary; and it was ordered, that the said defendant John Wheelwright, and the said Samuel Knight and George Priestley, the other trustees appointed by the said Report, should be at liberty to employ the said James Wheelwright in such business relative to the charity as they should find him capable of performing, and to pay him the sum of 100*l.* annually, being the sum intended by the testator to be appropriated for a managing trustee of the name of Wheelwright; and it was ordered that the said trustees be let into possession of the charity-estates, and that all proper parties should join in and execute proper conveyances and assurances of the charity-estates (the same to be settled by the said Master) to the trustees and their heirs, upon the trusts of the will; and it was ordered that the trustees should be at liberty to carry into effect the scheme approved by the Report of the Master, and to carry on the charity upon the footing of the scheme; and it was ordered that the trustees should be at liberty to lay before the Master plans and contracts for the erection of a new school-house, at Rishworth, with proper accommodations, and with a good play-ground, with suitable out-buildings attached thereto, and suitable

General Charities.

Wheelwright's
Charities,
continued.

General Charities.

Wheelwright's
Charities,
continued.

dwelling for the master or masters, mistress, matron, and other persons engaged in the conduct of the said school; and that such sums of money, not exceeding the sum of 4,000*l.* in the whole, as should be requisite for carrying into effect such plans and contracts as should be approved by the said Master, should be raised from time to time (the amount of the sums to be so raised to be from time to time certified by the said Master) by sale of so much of the 7,476*l.* 7*s.* 9*d.* Bank three per cent. annuities, standing in the name of the Accountant-General, in trust in the cause, or such part thereof as at the date of the said Master's respective Reports should be standing in the name of the said Accountant-General, in trust in the cause: And it was ordered, that the sums which should be from time to time raised, be paid to the trustees, to be by them applied in paying for the plans and buildings so to be executed and erected: And it was ordered, that the interest of the said sum of 7,476*l.* 7*s.* 9*d.* Bank three per cent. annuities, until sale of some part or parts thereof to be made as aforesaid, and of the residue of the said annuities, after sale of any part or parts thereof as aforesaid, should be paid to the said trustees from time to time as the interest should become due, until the further Order of the Court, to be by them applied for the purposes of the charity.

At the time of this Inquiry in October 1826 we found that the trustees were proceeding to carry into effect the several matters found and recommended by the Master's Report, and the scheme therein mentioned; that the number of scholars in the school of Rishworth had been increased from 20 to 40; and the trustees had fixed the salary of the head master at 150*l.*, and of the under master at 50*l.*, the former to be increased from Martinmas 1826; and that no steps had then been taken in respect of the Dewsbury school.

The particulars and a rental of the charity-estates is contained in the Appendix.

Given under our hands and seals this }
27th day of January 1827. }

13, Great George-street, }
Westminster. }

CHARLES MANNERS SUTTON.	(L. S.)
STOWELL.	(L. S.)
J. NICHOLL.	(L. S.)
J. W. WARREN.	(L. S.)
H. H. HOLBECH.	(L. S.)
W. ROBERTS.	(L. S.)
W. MATHEWS.	(L. S.)
ROB ^r MARSHAM.	(L. S.)
JAS M ^c MAHON.	(L. S.)
DAN ^l FINCH.	(L. S.)
S. B. BURNABY.	(L. S.)
GEO. DANIELL.	(L. S.)

END OF THE SEVENTEENTH REPORT.

APPENDIX.

GLOUCESTER.

YORK.

WARWICK.

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COUNTY OF GLOUCESTER:

PARISH OF CHIPPING SODBURY:

A rental of Chipping Sodbury charity-lands, called Town Lands, on leases for lives.

COUNTY OF WARWICK:

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A rental of King Henry the Eighth's Charity Estates, for the year ending at Lady-day 1826.

COUNTY OF YORK:

GENERAL CHARITIES:

Dame Sarah Hewley's charity.
Wheelwright's charities.

APPENDIX.

COUNTY OF
HUNDRED OF
PARISH OF

TOWN AND
A RENTAL of

GLOUCESTER.
The Town and Church
Lands.

DESCRIPTION OF PREMISES.	Where situate.	Quantities.			TENANTS NAMES.
		A.	R.	P.	
A messuage and garden - -	Chipping Sodbury	0	0	27	Thomas Alden, jun. -
Two messuages and gardens - -	Ditto -	0	1	0	Alice Trapp - - -
A messuage and garden - -	Ditto -	0	0	10	Ann Bruton - - -
Two messuages, garden and outhouses - - - }	Ditto -	0	0	34	Jasper Fowler - -
A messuage and outlet - - -	Ditto -	0	0	10	James Frewer - -
A messuage and garden - -	Ditto -	0	0	22	William Longstaff - -
A messuage and outlet - - -	Ditto -	0	0	6	William Stephens - -
A messuage and garden - - -	Ditto -	0	0	8	Hope Eyles - - -
Three messuages, gardens, or-chard, and outbuildings - - }	Ditto -	0	1	36	Robert Witt, and others -
A messuage and garden - - -	Ditto -	0	0	6	Thomas Morgan - -
A messuage and garden - - -	Ditto -	0	0	8	Samuel Amos - -
A messuage, meeting-house, outhouses and garden - - }	Wickwar - -	-	-	-	Charles Summers - -
A messuage and garden - - -	Ditto -	-	-	-	William Webb - - }
A messuage and garden - - -	Ditto -	-	-	-	Ditto - - - }
A messuage and garden - - -	Ditto -	-	-	-	Charles Brown - -

- - - - - APPENDIX.

GLOUCESTER.
GRUMBALD ASH.
CHIPPING SODBURY.

CHURCH LANDS.
Chipping Sodbury Charity.

Dates of Leases.		TERM determinable with Lives.	CESTUI QUE VIES.	RENT.			OBSERVATIONS	GLOUCESTER. The Town and Church Lands, continued.	
				£.	s.	d.			
26 June	1780	99 years	Alice Trapp, aged 70 years	-	8	-			
24 Oct.	1794	ditto	- - Ditto - - -	-	10	-			
10 Jan.	1799	ditto	Ann Bruton, aged 64 years	-	6	8			
26 Feb.	1772	ditto	William Higgs, aged 58 years	1	10	-			
25 March	1806	ditto	{ Christopher Slade, aged years } Joseph Mason, aged 55 years - } Catherine Mason, aged 67 years }	-	8	10	{ Christopher Slade died about 6 weeks ago. (Oct. 1826.) }		
18 March	1812	ditto	{ Jane Ludlow, aged years - } William Harvey, aged 27 years } Ann Harvey, aged 26 years - }	-	13	4			
8 June	1812	ditto	{ Mary Ann Powell, aged 41 years } John Wickham, aged 53 years - } John Powell, aged 34 years - }	-	6	8			
28 Feb.	1798	ditto	{ Thomas Ponting, aged 60 years } Robert Rowland, aged 49 years }	-	9	-	{ It has been just ascertained that Thomas Ponting is dead. }		
1 Oct.	1808	ditto	{ Reuben Lockstone, aged years } Sampson Lockstone, aged years } Guy Lockstone, aged years - }	-	5	-			
27 Aug.	1804	ditto	{ Thomas Morgan, aged 56 years } Susanna Morgan, aged 54 years } Charles Morgan, aged 24 years }	-	5	-			
14 Feb.	1799	ditto	John Tily, aged 39 years - -	-	3	4			
6 Oct.	1803	ditto	{ Robert Lovell, aged 34 years - } John Prout, aged 34 years - } William Lovell, aged 54 years - }	-	10	-			
29 Sept.	1796	ditto	{ James Wallis Haynes, aged 41 } years - - - - - }	-	19	4			
12 July	1808	ditto	{ James Wallis, aged 53 years - } James Cullimore, aged 37 years } Martin Cullimore, aged 24 years }	-	10	-			

GLOUCESTER.
The Town and Church
Lands,
continued.

A RENTAL of Chipping-Sodbury Charity Lands, called Town Lands, at Rack-Rents, 27th October 1826.

DESCRIPTION OF PREMISES.	Where situate.	Quantities.			TENANTS NAMES.	TERM.	RENT.			OBSERVATIONS.
		A.	R.	P.			£.	s.	d.	
Two pieces of pasture-land, called the Fairy House Grounds - - - - -	Old Sodbury - - - - -	11	0	0	William Higgs -	{ one year from Lady-day 1826 }	33	10	-	{ The rent of this ground has been uniform for upwards of half a century.
Two pieces of ditto, called Gorelands - - - - -	Ditto - - - - -	6	0	0	Isaac Limbrick -	- ditto -	20	10	-	
A piece of ditto, called Norris's Gore-lands - - - - -	Ditto - - - - -	6	0	0	William Thompson -	- ditto -	20	5	-	
A piece of ditto, called Brand Ash - - - - -	Ditto - - - - -	4	0	0	Thomas Werrett -	- ditto -	14	-	-	
A piece of ditto, called Pin's Mead - - - - -	Ditto - - - - -	1	2	0	Thomas Dowding -	- ditto -	4	-	-	
A piece of pasture-ground - - - - -	Ditto - - - - -	2	0	0	Thomas Watts -	- ditto -	1	-	-	
A piece of arable land, called Skinner's Bur- gage - - - - -	Chipping-Sodbury - - - - -	1	2	0	Thomas Werrett -	- ditto -	5	5	-	
A piece of arable land, called White's and Woodman's - - - - -	Ditto - - - - -	1	3	14	Thomas Watts -	- ditto -	10	-	-	
A piece of pasture-land, called the Burgage - - - - -	Ditto - - - - -	0	3	0	Jasper Fowler -	- ditto -	3	10	-	
A piece of ditto, called the Burgage - - - - -	Ditto - - - - -	0	3	0	Isaac Thompson -	- ditto -	5	5	-	
A piece of ditto, called the Burgage - - - - -	Ditto - - - - -	0	2	0	John Olive -	- ditto -	3	-	-	
A piece of ditto, called the Hopyard - - - - -	Ditto - - - - -	2	2	0	Henry Williams -	- ditto -	13	5	-	
A piece of ditto, called Edwards's Burgage - - - - -	Ditto - - - - -	2	0	5	Ditto - - - - -	- ditto -	9	-	-	
A strip of land, part of White's and Woodman's	Ditto - - - - -	0	0	4	Joseph Shellard -	- ditto -	-	2	6	
A messuage and garden - - - - -	Ditto - - - - -	0	0	19	William Ilcs -	- ditto -	10	10	-	
Three pieces of pasture-land, called Bow Rooms	Wickwar - - - - -	7	1	23	Charles Barter -	- ditto -	25	15	-	
Two pieces of ditto, called Deddenlams - - - - -	Ditto - - - - -	6	2	26	Joseph Baldwin -	- ditto -	16	-	-	
Three pieces of ditto, called the Groves - - - - -	Ditto - - - - -	7	0	25	Thomas Pullen -	- ditto -	10	15	-	
							£.	205	12	6

GLOUCESTER.
The Town and Church
Lands,
continued.

AN ACCOUNT of Fines paid to the Bailiff and Bailiff Burgesses of Chipping-Sodbury, on renewals of Leases for Lives, of the Charity Lands called Town Lands, from the 1st day of January 1806, to the 1st day of January 1826, and of the Reserved Rents during the same period, October 27th 1826.

NAMES OF LESSEES.	PREMISES, and where situate.	TERM determinable with Lives.	FINES.	WHEN PAID.	ANNUAL Reserved Rents.	OBSERVATIONS.
Joseph Mason -	A messuage and garden at Chipping-Sodbury	99 years	£. s. d. 45 - -	March 25th, 1806 -	£. s. d. - 8 10	
Rose Hale -	- Ditto at Wickwar	ditto -	120 - -	July 12th, 1808 -	- 10 -	
Reuben Lockstone -	- Ditto at Sodbury	ditto -	160 - -	October 1st, 1808 -	- 5 -	
Jane Longstaff -	A messuage at ditto	ditto -	150 - -	March 18th, 1812 -	- 13 4	
Daniel Powell -	A messuage and outlet at ditto	ditto -	25 - -	June 9th, 1812 -	- 6 8	
			£. 500 - -			

Amount of fines - - - - - £. 500 - -
Average of fines received during the last 20 years - - 25 - -

TOWN AND CHURCH LANDS—continued.

A RENTAL of Chipping-Sodbury Charity-Lands, called Church Lands, at Rack-Rents, October 27th, 1826.

DESCRIPTION OF PREMISES.	Where situate.	Quantities.	TENANTS NAMES.	TERM.	RENT.	OBSERVATIONS.
		A. R. P.			£. s. d.	
A close of pasture-land, called Purl Mead	Chipping-Sodbury	2 0 0	Isaac Limbrick	{ One year from Lady- day 1826 }	6 15 -	
A close of arable-land, called the Burgage	- Ditto	1 2 0	Thomas Werrett	- ditto	7 5 -	
A close of ditto, called Doll Mead	- Old Sodbury	6 5 0	William Higgs	- ditto	6 5 -	
				£.	20 5 -	

AN ACCOUNT of Fines paid to the Bailiff and Bailiff Burgesses of Chipping-Sodbury on Renewals of Leases for Lives of the Charity-Lands called Church Lands, from the 1st day of January 1806 to the 1st day of January 1826, and of the Reserved Rents during the same period, October 27th, 1826.

NAMES OF LESSEES.	PREMISES, and where Situate.	TERM determinable with Lives.	FINES.	When paid.	ANNUAL Reserved Rents.	OBSERVATIONS.
			£. s. d.		£. s. d.	
Samuel Hill	A messuage and premises at Chipping-Sodbury	99 years	25 - -	September 29th, 1807	- 6 8	
Ditto	Same premises	- ditto	35 - -	March 18th, 1812	- 3 4	
Ditto	A messuage, garden, and outhouses at d°	- ditto	105 - -	June 9th, 1812	- 14 -	
John Tily	A messuage, shop, yards, and outlets at d°, -	- ditto	50 - -	December 19th, 1808	- 14 -	
Samuel Tily	A messuage, smith's shop, outhouses, and garden at d°	- ditto	50 - -	March 18th, 1812	- 14 -	
		£.	265 - -			

Amount of fines - - - - - £. 265 - -
Average of fines received during the last 20 years - 13 5 -

GLOUCESTER.

The Town and Church
Lands,
continued.

THE ACCOUNTS of Mr. Thomas Watts and Mr. Thomas Marsh (town-masters'), from the
5th day of January 1825 to the 5th day of January 1826.

Received of Mr. William Higgs one year's rent for the Fairy House Grounds, due at Michaelmas - - - - -	£. s. d.
Ditto of Mr. Isaac Limbriek, for Gorelands, due ditto - - - - -	33 10 -
Ditto of Mr. William Thompson, for Norris's Gorelands, due ditto - - - - -	20 10 -
Ditto of Mr. Thomas Werrett, for Brand Ash, due ditto - - - - -	20 5 -
Ditto of ditto, for Skinners Burgage, due ditto - - - - -	14 10 -
Ditto of Mr. Thomas Watts, for Whites and Woodmans, due ditto - - - - -	5 5 -
Ditto of Mr. Isaac Thompson, for a burgage, due ditto - - - - -	10 - -
Ditto of Mr. Jasper Fowler, for a burgage, due ditto - - - - -	5 5 -
Ditto of Mr. Thomas Dowding, for Pin's Mead, due ditto - - - - -	3 10 -
Ditto of Mr. John Olive, for a burgage, due ditto - - - - -	4 - -
Ditto of Mr. Henry Williams, for Edwards's Burgage, due ditto - - - - -	3 - -
Ditto of ditto, for the Hop-yard, due ditto - - - - -	9 - -
Ditto of Mr. William Isles, for a house, due ditto - - - - -	13 5 -
Ditto of Mr. William Longstaff, chief-rent for late Green's, due ditto - - - - -	10 10 -
Ditto of Mr. William Pritchard, ditto, for ground at Old Sodbury, due ditto - - - - -	- 13 4
Ditto of Mr. Jasper Fowler, ditto for the Salt-house premises, due ditto - - - - -	1 - -
Ditto of Ann Bruton, ditto, for premises adjoining, due ditto - - - - -	1 10 -
Ditto of Alice Trapp, ditto, for premises in Horse-street, due ditto - - - - -	- 6 8
Ditto of Joseph Mason, ditto, for late Slades, due ditto - - - - -	- 10 -
Ditto of Thomas Watts, ditto, for late Flower's, due ditto - - - - -	- 8 10
Ditto of Reuben Lockstone, ditto, for premises in Horse-street, due ditto - - - - -	- 9 -
Ditto of Thomas Morgan, ditto, for late Stiffs, due ditto - - - - -	- 5 -
Ditto of Richard Arnold, ditto, for premises adjoining, due ditto - - - - -	- 5 -
Ditto of Thomas Alden, jun. for premises in Horse-street, due ditto - - - - -	- 3 4
Ditto of Daniel Powell, ditto for late Bences, due ditto - - - - -	- 8 -
Ditto of Joseph Shellard, for a strip of ground, part of Whites and Woodmans, due ditto - - - - -	- 6 8
	- 2 6
	£. 158 8 4

WICKWAR RENTS.

Received of Mr. Charles Barter one year's rent for Bow Rooms, due at Mi- chaelmas - - - - -	£. s. d.
Ditto of Mr. Joseph Baldwin, ditto, for Deddenham's, due ditto - - - - -	25 15 -
Ditto of Mr. Thomas Pullen, ditto, for the Groves, due ditto - - - - -	16 - -
Ditto of Rose Hale, chief-rent for a house, due ditto - - - - -	10 15 -
Ditto of John Haynes, ditto, for late Nicholls's, due ditto - - - - -	- 10 -
Ditto of ditto, ditto, for garden-ground, due ditto - - - - -	- 6 -
Ditto of Arthur Hockley, ditto, for late Fox's, due ditto - - - - -	- 13 4
	- 10 -
Amount of rents at Wickwar - - - - -	54 9 4
Ditto at Chipping-Sodbury - - - - -	158 8 4
Total amount of rents - - - - -	212 17 8
Balance of the preceeding year's account - - - - -	109 19 1½
	£. 322 16 9½

A Summary of an Account of the disbursements by the town-masters of Chipping-Sodbury,
from the 5th day of January 1825 to the 5th day of January 1826.

By weekly payments to 41 poor persons - - - - -	£. s. d.
By fees on the apprenticeship of 3 poor boys - - - - -	95 6 -
By poor-rates for the school-house - - - - -	30 - -
By land and assessed taxes for ditto - - - - -	2 14 -
By the grammar-master's salary - - - - -	5 2 1½
By the expenses of dinners, &c., given to the tenants of the town and church- lands on receiving the rents - - - - -	20 - -
By various tradesmens bills for repairs done to the school-house and town-house, and to the town-lands and houses - - - - -	10 - -
By two years composition to the surveyor of the roads - - - - -	90 2 4
By the expenses of keeping the town fire-engine in repair - - - - -	8 - -
By expenses in apprenticing three boys; receipts given to the tenants, and for keeping and entering the accounts - - - - -	2 10 -
	4 14 6
	£. 268 8 11½

THE ACCOUNTS of Mr. Thomas Watts and Mr. Thomas Marsh, (town-masters,) relating to the Church Lands, from the 5th day of January 1825 to the 5th day of January 1826.

GLOUCESTER.

The Town and Church
Lands,
continued.

Reccived of Mr. Isaac Limbrick one year's rent for Purl Mead, due at Michaelmas - - - - -	£.	s.	d.
Ditto of Mr. Thomas Werrett, for a burgage, due ditto - - - - -	6	15	-
Ditto of Mr. James Carter, for Doll Mead, due ditto - - - - -	7	5	-
Ditto of Mr. John Jeremy, for chief-rent for a house, due ditto - - - - -	6	5	-
Ditto of Mr. Thomas Codrington, ditto, ditto, due ditto - - - - -	-	3	4
Ditto of Mr. Thomas Watts, ditto, ditto, due ditto - - - - -	-	8	-
Ditto of Mr. John Tily, ditto, ditto, due ditto - - - - -	-	6	8
Ditto of Mrs. Sarah Shipp, ditto, ditto, due ditto - - - - -	-	14	-
Ditto of Mr. E. H. Parker, ditto, ditto, due ditto - - - - -	-	14	-
Ditto of Mr. Milliam Baker, ditto, ditto, due ditto - - - - -	-	1	-
	-	1	6
	£.	22	13 6

DISBURSEMENTS.

To cash paid the lord of the manor's land-steward one year's rent, due at Michaelmas - - - - -	£.	s.	d.
Paid for drawing and entering the accounts, and preparing a rental for the current year - - - - -	-	6	-
	-	13	4
	£.	-	19 4

Amount of receipts - - - - -	£.	22	13	6
Amount of disbursements - - - - -	-	-	19	4
Balance paid to the churchwardens -	£.	21	14	2

COUNTY OF
HUNDRED OF
BOROUGH OF

A RENTAL of King Henry the Eighth's Charity Estates,

WARWICK.
A Rental of King
Henry the Eighth's
Charity Estates.

TENANTS NAMES.	WHAT THEY RENT.	CONTENTS.		
		A.	R.	P.
Thomas Spicer - - -	A house and garden, in Jury-street - -	0	0	0
Philip Williams - - -	- - ditto - - ditto - -	0	0	0
The Representatives of B. B. Greatehead, esq. - - -	{ For one close of land, being the first lot *, } { in the Smith-street ward - - - }	10	0	14
Charles Anderton - - -	For four closes of land, being the 2d lot in d°	39	3	6
Richard Sanders - - -	{ For three closes of land, being the third and } { fifth lots in ditto - - - }	10	0	13
John Winbush - - -	For one close of land, being the 4th lot in d°	6	3	30
John Williams - - -	{ For two closes of land, in the Smith-street } { ward - - - }	6	0	12
Joseph Stanley - - -	A piece of land in ditto - - -	4	1	8
Thomas Collins - - -	{ A messuage or tenement, and close of land, } { near St. John's Brook - - - }	2	0	20
Esther Godfrey - - -	{ Two pieces of land, being the 1st lot in the } { Bridge-end ward - - - }	2	3	16
Thomas Hall - - -	Two closes of land, being the 2d lot in ditto	5	1	9
John Watson - - -	Two closes of land, being the 3d lot in ditto	10	0	4
Edward Hughes - - -	Three closes of land, being the 4th lot in ditto	9	2	14
William Rawlins - - -	Four closes of land, being the 5th lot in ditto	26	1	11
William Humphriss - - -	Four closes of land, being the 6th lot in ditto	29	2	1
Thomas Battin - - -	Four closes of land, being the 7th lot in ditto	30	3	11
Mrs. Harriet Wise - - -	Four closes of land, being the 8th lot in ditto	31	0	18
Theophilus Taylor - - -	{ For a small building, erected upon land be- } { longing to this charity, adjoining his pre- } { mises near St. John's Brook - - - }	0	0	0
John Bosworth - - -	{ A slinget of ground on the south side of and } { adjoining the turnpike-road from Warwick } { to Leamington - - - }	1	0	0
John Kendrick - - -	A piece of land in St. Nicholas Meadow -	4	3	17
Mary Hartwell - - -	A small close of land adjoining ditto - -	0	1	34
John Enoch - - -	A house near the Market-place - - -	-	-	-
Elizabeth Powers - - -	The Griffin Inn ditto - - -	-	-	-

* The trust-premises were let by auction, and this and similar designations, where they occur, import that the respective parcels were contained in the lots so numbered at the auctions at which they were let.

WARWICK.

K I N G T O N .

WARWICK.

for the Year ending at Lady-day 1826.

By what LEASE or AGREEMENT they hold respectively.	Annual Rent.	OBSERVATIONS.	WARWICK.
	£. s. d.		A Rental of King Henry the Eighth's Charity Estates, continued.
{ By parol agreement from year to year, en- tered at Lady-day 1820 - - - }	22 - -	{ These together contain 366 square yards.	
By ditto, entered at a Michaelmas - -	5 10 -		
{ By written agreement for seven years, from 25th March 1809 - - - }	34 10 -		
{ By lease for seven years, and thence from year to year, commencing 25th March 1816 }	105 - -	{ Received in exchange from Mr. Greatheed in 1810.	
{ By lease for one year, and thence from year to year, commencing 25th March 1810 - }	43 - -		
By ditto - - - - -	24 - -		
By ditto, 25th March 1818 - - -	32 - -	{ 9745 square yards, supposed to be the house in Smith-street, given for the repair of the bridge, as mentioned in the old rentals.	
{ By parol agreement, commencing at Lady- day - - - - - }	16 - -		
By ditto, entered at Lady-day 1803 - -	30 - -		
By ditto, entered at Lady-day 1805 - -	11 11 -	{ Received in exchange from the Earl of Warwick in 1793.	
{ By lease for one year, from Lady-day 1823, and thence from year to year - - }	30 - -		
By ditto, from 5th April 1808 - - -	44 10 -		
{ By parol agreement from year to year, en- tered at Lady-day 1804 - - - }	36 - -		
{ By lease for five years, from 25th March 1822, and thence from year to year - }	76 - -		
{ By lease for seven years, from 25th March 1824, and thence from year to year - }	88 - -		
{ By lease for five years, from 25th March 1817, and thence from year to year - }	100 - -	{ This and all the preceding parcels, except the two first, were formerly part of Coton Field, mentioned in the old rentals.	
{ By lease for 20 years, from 25th March 1824, determinable on 25th March 1831, and 25th March 1838, on six calendar months pre- vious notice - - - }	111 - -		
By parol agreement, from year to year -	- 2 6		
{ By lease for five years, from 25th March 1817, and thence from year to year - }	5 9 -	{ 1949 square yards, part of Coton Field.	
{ By parol agreement, from year to year, en- tered at Lady-day 1817 - - - }	14 - -		
By ditto, entered at Lady-day - - -	2 10 -		
By ditto, entered at Michaelmas 1804 -	20 - -	{ These together contain 415 square yards.	
By ditto, entered at Michaelmas - -	25 - -		

(continued)

WARWICK.

A Rental of King
Henry the Eighth's
Charity Estates,
continued.

A Rental of King Henry the Eighth's Charity Estates,

TENANTS NAMES.	WHAT THEY RENT.	CONTENTS.		
		A.	R.	P.
Thomas Collins - - -	{ A stable and slinget of ground near the Hos- pital, used as a garden - - - }	-	-	-
The Rev. J. Boudier - -	For St. Mary's church-yard - - -	-	-	-
John Glover - - -	{ For a picce of meadow or pasture-ground, situate on the north-west side of the road from Warwick to Longbridge - - - }	3	1	6
The county of Warwick - -	{ For part of the Market-house, used by the militia of the said county for a store-room - }	-	-	-
Thomas Collins - - -	For other part of ditto - - -	-	-	-
Esther Godfrey - - -	{ A close or meadow of pasture-ground, situate on the north-west side of the road from Warwick to Longbridge - - - }	3	1	5
The mayor for the time being -	For tithe-pigs and eggs - - -	-	-	-
John Smyth - - -	The east chapel - - -	-	-	-
John Hortin - - -	A house and garden on the Butts - - -	-	-	-
John Tenant - - -	- - ditto - - ditto - - -	-	-	-
Sarah Richards - - -	- - ditto - - ditto - - -	-	-	-
Francis Wilkinson - - -	- - ditto - - ditto - - -	-	-	-
William Mottram - - -	- - ditto - in West-street - - -	-	-	-
Thomas Bettridge - - -	- - ditto - - ditto - - -	-	-	-
John Parkes, late the trustees of the High-street chapel in Warwick - - -	A house and garden in Mill-street - - -	-	-	-
Richard Woodward - - -	A house and garden, in Mill-street - - -	-	-	-
James Lapworth - - -	- - ditto - - ditto - - -	-	-	-
The parish-officers of St. Nicholas	- - ditto - - ditto - - -	-	-	-
The vicar of St. Nicholas -	{ A small picce of ground adjoining the church-yard - - - }	0	2	0
The Earl of Warwick - -	For tithe-venison - - -	-	-	-
Ditto - - -	For the herbage of late Clarke's estate - - -	-	-	-
The Rev. Henry Wise - -	For priory-ground-tithes - - -	-	-	-
Thomas Hiron - - -	A close of land in Gog-lane - - -	3	2	22
Charles Pratt - - -	Three Lammas closes - - -	13	3	20
Thomas Battin - - -	One Lammas close - - -	6	6	0
Charles Pratt - - -	One other ditto - - -	4	3	2
John Steel - - -	One other ditto - - -	4	2	31
Thomas Chetland - - -	One close of land in the Smith-street ward -	4	0	0
William Ledbrooke - - -	{ For the great and small tithes of a farm at the Woodloes, in his occupation, belonging to the Rev. Henry Wise, being lot 1 - - }	-	-	-
The Rev. Henry Wise, Thomas Handley, and William Led- brooke - - -	{ For the great and small tithes of another farm and lands at the Woodloes, in their occu- pation, being lot 2 - - - }	-	-	-
William Staunton - - -	{ For the great and small tithes of lands in the parish of St. Mary, in the borough of War- wick, belonging to him, being part of the Longbridge and northern tithes - - }	-	-	-

for the Year ending at Lady-day 1826—continued.

WARWICK.

A Rental of King
Henry the Eighth's
Charity Estates,
continued.

By what LEASE or AGREEMENT they hold respectively.	Annual Rent.	OBSERVATIONS.
	£. s. d.	
{ By parol agreement from year to year, en- tered at Lady-day - - - - }	3 - -	394 square yards.
{ By ditto, from year to year, entered at Michaelmas - - - - }	- 1 -	
{ By ditto, from year to year, entered at Lady- day 1820 - - - - }	11 - -	{ Received in exchange from the Earl of Warwick in 1771.
By ditto, entered at Michaelmas - - -	15 - -	{ The site of the Market-house is 390 yards.
By ditto, entered at Lady-day - - -	15 - -	
By ditto, entered at Lady-day 1811 - - -	11 - -	
By ditto, from year to year - - -	- 14 -	
{ By ditto, from year to year, entered at Michaelmas 1790 - - - - }	2 - -	{ This rent is never demanded, the premises being used as a school- house; see Mrs. Greville's charity.
By ditto, entered at Michaelmas 1803 - - -	6 - -	{ These together contain 575 square yards.
By ditto, entered at St. Thomas 1818 - - -	6 - -	
By ditto, entered at Michaelmas 1787 - - -	6 - -	
By ditto, entered at Lady-day 1793 - - -	6 - -	{ These together contain 324 square yards.
By ditto, entered at Lady-day 1806 - - -	8 - -	
By ditto, entered at Michaelmas 1804 - - -	8 - -	
{ By lease, for the remainder of a term of 999 years, commencing 10th October 1649 - }	- - 4	{ 1722 square yards. N.B. No explanation can be given of the circumstances under which this lease was granted.
{ By parol agreement from year to year, en- tered at Lady-day 1820 - - - - }	8 - -	{ These together contain 1726 square yards.
By ditto, entered at Michaelmas 1804 - - -	10 - -	
By ditto, entered at Lady-day 1801 - - -	4 4 -	106 square yards.
By ditto, entered at Lady-day 1823 - - -	1 10 -	{ Received in exchange from the Earl of Warwick in 1820.
By ditto, from year to year - - -	3 - -	{ These appear to be the only items that can apply to the tithes, stated in the old rentals to have been received from Wedgnoek Park.
By ditto - - - -	4 18 -	
By ditto - - - -	1 5 6	
By ditto, entered at Lady-day 1809 - - -	14 - -	{ Received in exchange from Mr. Greatheed in 1810.
By ditto - - - -	42 - -	
By ditto - - - -	18 - -	
{ By lease for one year, commencing 25th March 1818, and thence from year to year }	15 - -	
{ By parol agreement from year to year, en- tered at Lady-day 1809 - - - - }	14 14 -	
{ By parol agreement from year to year, en- tered at Lady-day - - - - }	15 8 -	{ Received in exchange from the the Earl of Warwick in 1820.
By ditto - - - -	33 8 -	
By ditto, entered at Lady-day 1819 - - -	14 11 -	
By ditto, from Lady-day 1810 - - -	17 4 -	

WARWICK.

A Rental of King Henry the Eighth's Charity Estates,

A Rental of King
Henry the Eighth's
Charity Estates,
continued.

TENANTS NAMES.	WHAT THEY RENT.	CONTENTS.		
		A.	R.	P.
William Staunton - - -	{ For other part of the great and small tithes of lands in the parish of St. Mary, in the borough of Warwick, belonging to him, being part of the Longbridge and northern tithes }	-	-	-
The representatives of Abraham Blick - - - - -	{ For ditto, in their occupation, being other part of the Longbridge and northern tithes, and four aeres in Barford Meadow, called the Tithe-aeres - - - - - }	4	0	0
J. W. Povey, late W. James -	{ For the great and small tithes of other lands, in the parish of St. Mary, being other part of the Longbridge and northern tithes - }	-	-	-
The Rev. Henry Wise - - -	{ For the tithes of a garden in Oil Mill Lane, Warwick - - - - - }	-	-	-
The Earl of Warwick - - -	For the tithes of the Long Closes - - -	-	-	-
Richard Freeman - - - -	{ For the tithes of the Packmore Meadows, St. Nicholas - - - - - }	-	-	-
William Cattell, late J. Russell	{ For the tithes of lands at Myton, belonging to Mr. Wilson, ditto - - - - - }	-	-	-
Sarah Barnet - - - - -	For the tithes of Mr. Wilson's garden - - -	-	-	-
The Warwick and Napton Canal Company - - - - }	For land taken for the use of the canal - - -	-	-	-
Beansall - - - - -	Mrs. Bce, a fee-farm rent, for an estate there	-	-	-
Ditto - - - - -	A couple of capons for ditto - - - - -	-	-	-
Budbrooke - - - - -	{ Joseph Hawkes, a messuage and glebe lands there - - - - - }	107	3	10
Ditto - - - - -	{ The Right Honourable Lord Dormer, for the tithes of Grove Park, and other lands in the parish of Budbrooke, in the occupation of his lordship and others, comprised in lot 1 }	-	-	-
Ditto - - - - -	{ William Whateley, for the tithes of a farm at Hampton, in the parish of Budbrooke, belonging to Mr. Weston, being lot 2 - - }	-	-	-
Ditto - - - - -	{ John Edwards, for tithes of a farm in the the parish of Budbrooke, in his occupation, being lot 2 - - - - - }	-	-	-
Ditto - - - - -	{ Thomas Mann, } For the tithes of a farm in late } ditto, late in the occupa- Joseph Hawkes. } tion of Joseph Hawkes, being lot 4 - - - - }	-	-	-
Ditto - - - - -	{ The executors of John Ball, for the tithes of a farm in the parish of Budbrooke, in their occupation, being lot 5 - - - }	-	-	-
Ditto - - - - -	{ William Hawkes, late Richard Martin, for the tithes of a farm in ditto, in his occupation, being lot 6 - - - - - }	-	-	-
Ditto - - - - -	{ Thomas Snape, late Samuel Sheaf, for the tithes of a farm in ditto, in his occupation, being lot 7 - - - - - }	-	-	-
Lower Norton Hamlet, in the parish of Budbrooke - - }	{ James Cheshire, late Thomas Roberts, for the tithes of a farm, in ditto, in his occupation, being lot 8 - - - - - }	-	-	-
Ditto - - - - -	{ Thomas Berwick, late Lord Dormer, for the tithes of a farm in ditto, late in the occupation of Joseph Bolton, being lot 9 }	-	-	-
Budbrooke - - - - -	{ Richard Martin, late Thomas Elkington, for the tithes of a farm in ditto, in his occupation, being lot 10 - - - - - }	-	-	-
Ditto - - - - -	{ John Edwards Hawkes, for the tithes of a farm in ditto, in his occupation being lot 11 }	-	-	-

for the Year ending at Lady-day 1826—continued.

WARWICK.

A Rental of King
Henry the Eighth's
Charity Estates,
continued.

By what LEASE or AGREEMENT they hold respectively.	Annual Rent.	OBSERVATIONS.
	£. s. d.	
{ By parol agreement, from year to year, entered from Lady-day 1815 - - - }	26 6 -	
By ditto, from Lady-day 1810 - - -	30 8 -	
By ditto - - - - -	81 1 -	
By ditto - - - - -	- 18 -	
By ditto - - - - -	2 15 -	
By ditto - - - - -	1 11 6	
By ditto - - - - -	8 8 -	
By ditto - - - - -	- 8 -	
By ditto - - - - -	5 13 4	{ 1 A. 1 R. 32 P. taken out of the land severally occupied by Mr. Thomas Batten and Mrs. Wise.
- - - - -	4 - -	
- - - - -	- 2 6	
{ By lease for 7 years, from 5th April 1817, and thence from year to year - - - }	192 - -	
{ By parol agreement from year to year, en- tered at Lady-day 1810 - - - }	22 15 -	
By ditto - - - - -	6 6 -	
{ By lease from year to year, from Lady-day 1810 - - - - - }	4 4 1	
By ditto from Lady-day 1826 - - -	35 - -	
By ditto, from Lady-day 1816 - - -	23 10 -	
By ditto, from Lady-day 1822 - - -	21 - -	
By ditto, from Lady-day 1824 - - -	27 5 -	
By ditto, from Lady-day 1822 - - -	16 7 -	
By ditto, from Lady-day 1821 - - -	26 15 -	
By ditto, from Lady-day 1818 - - -	9 14 -	
By ditto, from Lady-day 1824 - - -	51 - -	
Rep. 17.	5 0	

(continued)

WARWICK.

A Rental of King Henry the Eighth's Charity Estates,

A Rental of King
Henry the Eighth's
Charity Estates,
continued.

TENANTS NAMES.	WHAT THEY RENT.	CONTENTS.		
		A.	R.	P.
Budbrooke - - - -	{ Thomas Berwick, for the tithes of a farm } in the parish of Budbrooke, in his occupa- tion, being lot 12 - - - - }	-	-	-
Ditto - - - -	{ John Billington, for the tithes of a farm in } ditto, in his occupation, being lot 13 - - }	-	-	-
Ditto - - - -	{ Richard Sanders, for the tithes of a farm in } ditto, in his occupation, being lot 14 - - }	-	-	-
Ditto - - - -	{ William Pratt, for the tithes of a farm in } ditto, in his occupation, being lot 15 - - }	-	-	-
Ditto - - - -	{ John Gardner and Richard Riley, late Wil- } liam Newey, for the tithes of a farm in } ditto, in their occupation, being lot 16 - }	-	-	-
Ditto - - - -	{ Samuel Brookes, for the tithes of a farm in } ditto, in his occupation, being lot 17 - - }	-	-	-
Ditto - - - -	{ The executors of John Ball, late Joseph } Keyte, for the tithes of a farm in ditto, in } their occupation, being lot 18 - - - - }	-	-	-
Ditto - - - -	{ William Nason, for the tithes of two closes } of land, belonging to the trustees of Hamp- } ton-school - - - - - }	-	-	-
Lower Norton - - - -	William Pratt, two closes of land there - -	7	2	15
—	{ John Edwards Hawkes, for two doles of land } in Withby Meadow, in the parish of Bud- } brooke - - - - - }	0	1	9
—	{ William Wheatley, for one dole of land in a } farm at Hampton, in ditto, belonging to } Mr. Weston - - - - - }	0	2	32
—	{ John Gardner and Richard Riley, late Wil- } liam Newey, for one dole of land in Tid- } mas Meadow, in ditto, containing - - }	0	2	32
Lower Norton - - - -	{ Thomas Berwick, for one dole of land in } Lower Norton Town Fields, containing } 2 R. 2 P., and for one other dole of land in } Hall Meadow, in ditto, containing 2 R. 20 P. }	1	0	22
Chaddesley - - - -	{ Sir George Throckmorton, the tithes thereof, } and lands and tenements there, containing } together, including Tandy's - - - - }	40	2	5
Ditto - - - -	{ William Tandy, a messuage and lands there, } not quite 4 acres, say - - - - }	4	0	0
Hatton - - - -	{ The representatives of Sir Edmund Antrobus, } bart., a fee-farm rent for 2 closes there - }	-	-	-
Henley - - - -	{ Robert Knight, esq., ditto for a house, and } two closes there - - - - - }	-	-	-
Ilmington - - - -	{ Francis Canning, esq. late W. Mander, a } tenement and lands there - - - - }	39	0	20
Norton - - - -	{ Samuel Brookes, } a fee-farm rent for an } Thomas Brookes, } estate there - - }	-	-	-
Radford - - - -	{ George Gibbs, }	-	-	-
Radford - - - -	Richard Walton, lands there - - - -	3	2	0
Stone - - - -	{ The representatives of the Dean of Glou- } cester, a rentcharge on the vicarage of } Stone - - - - - }	-	-	-
Church Wootton - - - -	{ The representatives of B. B. Greatleed, esq. } a fee-farm rent for an estate there - - }	-	-	-
		A.	489	3 5

for the Year ending at Lady-day 1826—continued.

WARWICK.

A Rental of King
Henry the Eighth's
Charity Estates,
continued.

By what LEASE or AGREEMENT they held respectively.	Annual Rent.	OBSERVATIONS.
	£. s. d.	
{ By lease, from year to year, from Lady-day 1810 - - - - - }	17 1 -	
By ditto, from Lady-day 1810 - - -	19 1 -	
By ditto, from Lady-day 1816 - - -	5 13 -	
By ditto, from Lady-day 1815 - - -	6 11 -	
By ditto, from Lady-day 1825 - - -	11 15 -	
By ditto, from Lady-day 1810 - - -	5 17 -	
By parol agreement, from year to year -	3 5 -	
By ditto - - - - -	1 7 -	
By ditto, entered at Lady-day 1817 - -	14 - -	
} By ditto, entered at Lady-day - - -	- 16 -	
By ditto - - - - -	1 1 -	
By ditto - - - - -	1 1 -	
By ditto - - - - -	1 17 -	
{ By lease, for 7 years from 25th March 1816, and thence from year to year - - - }	740 - -	
By ditto - - - - -	37 - -	
- - - - -	1 1 6	
- - - - -	- - 6	
{ By lease for 14 years, commencing at Mi- chachmas 1823, determinable at seven years, on six calendar months notice - - - }	74 - -	
- - - - -	- - 6	
{ By parol agreement, from year to year, com- mencing Lady-day 1811 - - - }	25 - -	
- - - - -	2 - -	
- - - - -	- - 6	
£.	2,756 15 9	{ This is the close at Woodcott, mentioned in the old rentals.

COUNTY OF YORK.

GENERAL CHARITIES.

DAME SARAH HEWLEY'S CHARITY.

— No. 1. —

YORK.

General Charities.

Dame Sarah Hewley's
Charity.PARTICULARS of the Property and Estates settled for Charitable Uses, by the
Deeds of 1704 and 1707.

1. Manors of Killinghall and Braythwaite, with the appurtenances.
This branch of property has not been for a very long time in the possession of the trustees, if it ever came to their possession. All the information procured from the trustees respecting it is, that a tradition exists that it was not duly conveyed as Lady Hewley's own property, and that it was recovered by the heir-at-law of Sir John Hewley.
2. Hay-a-Park, and divers messuages, tenements, farms, and lands, in the towns, parishes, or territories of Killinghall, Ripley, Sussacres, Brereton, and Knaresborough.
These estates contain in the whole by admeasurement 1596 A. 0 R. 15 P. or thereabouts. They are let to sundry persons as tenants from year to year. The rents reserved, which were fixed according to valuation made some years ago, amounted at Lady-day 1825 to 1,637 *l.*, from which being deducted the sum of 1 *l.* 6 *s.* 8 *d.*, a modus payable to the vicar of Knaresborough in lieu of tithes, the annuity or rent of 100 *l.* in the trust-deed mentioned, and an allowance of 20 *l.* per cent made to the tenants out of their rents, on account of the state of the times, the clear income amounted to 1,208 *l.* 5 *s.* 4 *d.*
3. Three fourths of the manor of West Ayton, let at 20 *l.* a year.
Sundry messuages, tenements, farms, and lands at West Ayton, containing in the whole, by admeasurement, 1,040 A. 2 R. 13 P., or thereabouts, let to different persons, as tenants from year to year. The rents reserved and due at Lady-day 1825, amounted to 991 *l.* 16 *s.* 3 *d.*, from which being deducted the sum of 50 *l.* 15 *s.* 10 *d.*, an annual payment due to the vicar of Hutton Bushel, in lieu of all tithes, and an allowance to the tenants of 15 *l.* per cent. out of the rents, there remains the sum of 792 *l.* 5 *s.* 8 *d.*
Annual sums fixed on the inclosure and division of West Ayton to be paid to the trustees in lieu of tithes of corn and grain, 18 *l.* 2 *s.* 3 *d.*
Woodland at West Ayton, containing 116 acres, or thereabouts, in the possession or occupation of the trustees. There has not been a fall of wood for several years, except of a few small trees for thinning, and to encourage the growth of the remainder The clear produce from the wood and bark sold in 1821 was 51 *l.* 4 *s.*, and in 1822, 26 *l.*; and no wood has since been cut.
An allotment of 29 acres, or thereabouts, of moor-land, which is covered with heath and furze, and was valued on a division at 1 *s.* an acre. This produces no return.
4. The almshouse, with its courts, gardens, and appurtenances, in the city of York.
5. A messuage and garden in the city of York, near the almshouse, let on lease for 15 years from Lady day 1825, at the annual rent of 90 *l.*, and held, up to that time, at the yearly rent of 70 *l.*
6. The third part of the manor of Eston.
Divers farms, messuages, and lands, at Eston, containing in the whole, by admeasurement, 615 A. 3 R. 2 P., or thereabouts, let to different persons, as tenants from year to year, at reserved rents, amounting at Lady-day 1825, to 611 *l.* 5 *s.* 6 *d.*, but abatements at the rate of 15 *l.* per cent. being made on account of the state of the times, the clear rent was 519 *l.* 14 *s.* 9 *d.*
7. Two farms, at Maggrave Park, in the parish of Skelton, near Eston, containing together, by admeasurement, 162 A. 3 R. 27 P., or thereabouts, let to tenants from year to year, at rents reserved, amounting at Lady-day 1825, to 120 *l.* 6 *s.*, but from which an abatement was made on account of the times of 18 *l.* 0 *s.* 9 *d.*, leaving the actual rent, 102 *l.* 5 *s.* 3 *d.*
Property, called Hollinghall Farm, and Robert Thompson's Farm, was sold with the wood thereon, in 1799, by auction, agreeably to Act of Parliament, for or towards the redemption of the land-tax, on the whole of the charity-estate. The purchase-money was 1,825 *l.*; and the sum paid for the redemption of the land-tax, was 2,843 *l.* 14 *s.* 9 *d.*

Names of Occupiers, and Rents :

HAY-A-PARK, &c.

	£.	s.	d.		£.	s.	d.
J. Akam - - - -	126	-	-	F. Johnson - - - -	126	-	-
M. Ambler - - - -	34	-	-	J. Lumley - - - -	49	-	-
W. Atkinson - - - -	22	-	-	G. Pullan - - - -	62	-	-
R. Coates - - - -	130	-	-	J. Paley - - - -	40	-	-
R. Coates, jun. - - - -	35	-	-	W. Powell - - - -	59	-	-
M. Eteson - - - -	149	-	-	W. Robinson - - - -	10	-	-
J. Gill - - - -	56	-	-	R. Waddington - - - -	105	-	-
M. Hickler - - - -	121	-	-	R. Waddington - - - -	70	-	-
Rev. Mr. Howell - - - -	4	-	-	W. Whincross - - - -	130	-	-
J. Howgate - - - -	232	-	-	A. Whitehead - - - -	4	-	-

YORK.

General Charities.
 Dame Sarah Hewley's
 Charity,
continued.

BRERETON AND SUSSACRES.

G. Wright - - - - | 73 - -

WEST AYTON.

	£.	s.	d.		£.	s.	d.
G. Osbaldeston, esq. for royalty	20	-	-	Tithe-rents paid by tenants -	1	10	6
W. Allison - - - -	2	5	-	Payments in lieu of tithes by	16	11	8½
M. Bravenor - - - -	6	-	-	sundry freeholders, &c. - }			
Sir G. Cayley, bart. - - - -	-	3	3				
J. Coverdale - - - -	50	-	-				
J. Darrell - - - -	848	15	-				
J. Darling - - - -	9	15	-				
O. Gillands - - - -	1	-	-				
E. H. Hebden - - - -	3	-	-				
J. Lewis - - - -	1	1	-				
J. Moor - - - -	7	17	-				
R. Robinson, with Candler -	52	-	-				
T. Wilkinson - - - -	10	-	-				

YORK.

Late Messrs. Telford, at 70*l.* per annum; now Messrs. Backhouse, at 90*l.* per annum.

Eston :	£.	s.	d.	Maggrave Park :	£.	s.	d.
A. Appleton - - - -	40	-	-	R. Jackson - - - -	105	-	-
J. Atkinson - - - -	6	6	-	G. Storey - - - -	15	6	-
W. Hugall - - - -	184	-	-				
R. Jackson - - - -	380	-	-				
W. Richardson - - - -	-	12	-				
J. Turnbull - - - -	-	7	6				

Outgoings and Payments of regular Annual Amount.

	£.	s.	d.
The rent or payment mentioned in Deed of 1704 - - - -	100	-	-
Annuities to the trustees, 5 <i>l.</i> each - - - -	35	-	-
Exhibitions - - - -	100	-	-
Almspeople - - - -	180	-	-
Steward - - - -	110	-	-
Treasurer's clerk - - - -	10	10	-

Outgoings and Payments of uncertain Amount.

For taxes, repairs, &c. of almshouse at York; repairs, &c. of farm-houses and buildings, and occasional improvements on the estates; planting trees, &c.; tenants dinners on rent-days; occasional fine on renewal of lease of tithes at Hay-a-Park; travelling expenses, &c. of the trustees attending the half-yearly meetings, 2*l.* each; occasional law expenses, receipt-stamps, postage, &c.; preachers half-yearly pensions; beneficiaries yearly pensions.

— No. 2. —

YORK.

General Charities.
 Dame Sarah Hewley's
 Charity,
continued.

A COLLECTION or Book of Rules, Orders, and Directions, to be kept and observed, as well by the Feoffees or Trustees of the Revenues of the newly-erected Hospital, Almshouse, or Habitation for tenn poor People, built and settled upon them by Dame Sarah Hewley, of the City of York, Widow, for the better Government and ordering of the same; as also by the said poor Persons placed or to be placed in the same.

— 1. —

RULES and ORDERS to be observed by the said Trustees, and the major part of them,

THAT they, and the survivors of them, as often as their number shall be reduced to three, or sooner, upon the death of any one or two them, shall, within three months next after any such vacancy, by death of any one, two, or three of them, or otherwise, proceed to a new election of some other fit person or persons, according to their best discretions, and transfer and assign their interests and estates, in the revenues of the said almshouse; and in the deed of settlement thereof is directed, that the number of six trustees may be preserved as much as conveniently they can.

The said feoffees or trustees, upon every vacancy, by death or otherwise, of any of the tenn poor persons placed in the said almshouse, shall, before they proceed to any new election to fill up such vacancy, cause the rules and orders written about the due qualifications of such poor persons as are to be placed in the said almshouse, to be distinctly read and perused, that they may the better join and concur in the pursuance and observance of the same; and when any person is chosen to fill up such vacancy, let any of the said trustees read, or cause to be read and rehearsed, to such new elected person, in the presence of all the rest, the respective duties and offices required and expected from each of them in their respective stations or places.

The said trustees are to choose yearly one of themselves to be a treasurer or receiver of all the rents and revenues settled upon the said almshouse, who is to demand the said rents and revenues, and write for the same, if need be, and receive and distribute the same, according to the directions of the indentures of settlement of the same, by tenn shillings English money to every of the said almspeople, upon every first day of every almanack month, if such revenue be duly paid; and if that cannot be done, then by thirty shillings a-piecc at the end of every thirteen weeks, or within ten days of the same; and every such receiver shall give security to the satisfaction of the rest of the said trustees to be a faithful accomptant touching the same.

In all elections either of new trustees, or of any poor people to fill up any vacancy, either of any trustee, or of any of the said tenn poor people, and in all other matters and things relating to the expelling or putting out of any of the said poor people out of the said almshouse for any misdemeanors or faults which may deserve the same, and in all other matters and things any way relating to the visitation or better government of the same almshouse, if all the said trustees for the time being, after the death of the said Dame Sarah Hewley, cannot accord to be of one mind touching any such thing, then the major vote, or number of such trustees shall stand and prevail, and be as compulsory, and of as equal force as if they had all joined in the same.

Let all the poor people to be elected into and placed in the same almshouse be either poor widows, or women which were never married, of the age of fifty-five years or upwards, to the number of tenn poor women, except when the said trustees can find out a fitt married man (whose wife is sober and pious) whom they may judge able and willing to read God's holy Word, or any other pious discourse, to the said hospitalers, and to pray with them daily, evening and morning, and who may be admitted without scandal, he with his wife may be received to make up the tenth poor persons in the said almshouse.

Let none be chosen by favour, but desert, as their poorer conditions, or more pious inclinations shall merit christian consideration and piety.

Let none under the age of fifty-five years be willingly chosen and admitted; and if any should marry, then let them lose their salary, and be removed.

— 2. —

RULES and ORDERS to be observed about the qualities or qualifications of the poor People to be elected into the said Almshouse from time to time.

LET none be elected into the almshouse who have a clear personal estate of above sixty pounds, or a real estate above the annual value of three pounds, above all reprints; and near relations that are able in estate, and bound by the laws of God and nature to relieve them at home.

Let all persons to be elected prove their age to be above fifty-five years, by good testimonies, if required.

Let none be admitted into the hospital that cannot be conveniently separated; for their children must not be permitted to live with their parents in the hospital, but in cases of infirmity and sickness, when they are bound in duty and charity to minister to their parents necessities.

Let

Let none of evil fame or report be admitted into the hospital, but such as are poor, and piously disposed, and of the Protestant religion; not given to strong drink, nor to gossipings; and such as have lived infamously in their youth, or have been justly blemished with any gross immorality; let not them so much as in old age be elected, without good evidence of their repentance and amendment.

Let all persons to be chosen bring certificates according to law, from the parishes or constaberies wherein they lived, that they were legally settled therein, that if they should forfeit their right to the hospital they shall be received into the parish whence they came.

Let every almsbody be one that can repeat by heart the Lord's prayer, the creed, and tenn commandments, and Mr. Edward Bowles's catechism.

Let all the almspeople, when not disabled by weakness, duly repair to some religious assembly of the Protestant religion every Lord's-day forenoon and afternoon, and at other opportunities to attend the ordinances of God.

Let them be ready to attend their almssisters in their sickness, and to assist them by turns.

Let no almsbody receive any visits on the Lord's-day, except in the case of sickness; nor shall they show their rooms to any on that holy day.

Let no almsbody receive any servants into their house, to hear ill reports out of the families where they are or have been servants.

Let none of them be ever abused with strong drink; nor let any behave themselves uncharitably and unquietly with one another, by scolding or evil language, neither let them be busy bodies, nor tatlers, nor tale-bearers, nor wanderers about from house to house, but keepers at home; nor common swearers, cursers nor liers.

Let each keep their own rooms clean, and all bear an equal share in the charge of cleaning all the places of common usage.

Let no almsbody be found begging from door to door, at home or abroad, or asking alms, yet may they gratefully accept any thing that shall be freely given them by any; and if they shall be found begging, let them be expelled the hospital.

None chosen and admitted to be almspeople shall after their admission go abroad selling bread, eggs, cakes, or such like things, except of their own manufacture; and what by their hand labour they can honestly acquire at home they may enjoy.

Let every almsbody, morning and evening, in private devotion, commend themselves to God in prayer, and in their prayer remember their founder, Sarah Lady Hewley, while she lives, and after her death pray for her trustees.

If any of the almspeople shall offend against any of these rules relating to them, let them be admonished, first by any one of the feoffees, and if that admonition prevail not, let them be admonished the second time; but upon the third transgression, it shall and may be lawful for the trustees, or the major part of them, to remove and turn out such disorderly persons, with their effects, and to choose another in their room.

Let none be admitted into the hospital that will not make the following engagement, viz.:

I, A. B., being chosen into the hospital founded by Sarah Lady Hewley, do solemnly promise that I will to my power sincerely observe and keep all and singular those rules and orders above written, (or any other that Sarah Lady Hewley shall, during her life-time further appoint,) subscribed by her own hand, which shall concern me in my respective place: and I do hereby covenant and agree with the said trustees, that in failure hereof it shall and may be lawful for them to withhold my salary, and turn me out of the hospital. Witness my hand (and seal if required).

The rules and orders above written I appoint to be observed. Witness my hand,

Sa. Hewley.

Witnesses. Mercy Mott.
 Stephen Wilson.

YORK.

General Charities.

Dame Sarah Hewley's
Charity,
continued.

WHEELWRIGHT'S CHARITIES.

A PARTICULAR and RENTAL of the Estates, Property, and Revenues of and

YORK.

General Charities.
Wheelwright's
Charities.

TENANTS NAMES.	DESCRIPTION OF PROPERTY.
Mrs. Agnew - - - - -	A messuage, called Clay House, with sundry buildings and 125 A. 1 R. 32 P. of land - - - - - Also, a mill or factory, with the outbuildings and appurtenances thereto belonging - - - - -
Messrs. Henry Lees Edwards, and Thomas Grove Edwards.	A dwelling-house called Slithero, with a factory and buildings, and sundry closes of land, containing 10 A. 0 R. 21 P. - - - - - A factory and buildings, with sundry closes of land, containing 8 A. 0 R. 12 P. of land - - - - - Sundry closes of land, with cottages, &c. containing 27 A. 3 R. 26 P. - - - - -
William Berry - - - - -	A messuage, and 14 A. 3 R. 19 P. of land - - - - -
Nancy Unsworth - - - - -	A messuage, and 7 A. 0 R. 30 P. of land - - - - -
James Holroyd - - - - -	A messuage, called - - - - - and 13 A. 0 R. 28 P. of land - - - - -
James Longbottom - - - - -	A messuage, called - - - - - and 10 A. 0 R. 21 P. of land - - - - -
James Wheelwright - - - - -	A messuage, called Goat House, with 29 A. 0 R. 3 P. of land - - - - -
Jeremiah Riley - - - - -	A messuage, called - - - - - and 16 A. 0 R. 19 P. of land - - - - -
Benjamin Holroyd - - - - -	A messuage, called - - - - - and 21 A. 1 R. 15 P. of land - - - - -
James Sykes - - - - -	A messuage, called - - - - - and 6 A. 0 R. 2 P. of land - - - - -
Jonathan Lockland, (late Eli Shaw) -	A messuage, called - - - - - and also a water-mill with - - - - -
William Carter - - - - -	A messuage, called - - - - - and 8 A. 3 R. 23 P. of land - - - - -
James Pearse - - - - -	A messuage, called - - - - - and three roods of land - - - - -
Alexander Hampshire - - - - -	A moiety of messuage, called - - - - - and 7 A. 2 R. 20 P. of land - - - - -
John Wood - - - - -	A messuage, called - - - - - and 141 A. 3 R. 15 P. of land - - - - -
Messrs. Greaves and Brook - - -	Five cottages and 15 acres, with one rood of land - - - - -
Henry Watkinson, (late Henry Coates)	A dye-house, and sundry cottages and buildings - - - - -
William Audsley - - - - -	A messuage, called - - - - - and 7 A. 1 R. of land - - - - -
Thomas Friggatt - - - - -	A moiety of a messuage, called - - - - - and 7 A. 0 R. 13 P. of land - - - - -
William Eastwood - - - - -	A messuage, called - - - - - and four acres of land - - - - -
John Fletcher - - - - -	A messuage, called - - - - - and 68 A. 2 R. of land and woods - - - - -
Hannah Craven - - - - -	Sundry pieces of land, containing 10 A. 3 R. 38 P. of land - - - - -
Abraham Thomas's trustees - - -	A messuage, called - - - - - and 38 perches of land - - - - -
Mary Ball and David Ball - - -	A messuage, called - - - - - and 20 A. 1 R. 25 P. of land - - - - -
Robert Firth - - - - -	Sundry closes, containing 3 A. 2 R. 22 P. of land - - - - -

WHEELWRIGHT'S CHARITIES.

belonging to the Trustees of Wheelwright's Charities, in the County of York.

YORK.

General Charities.
Wheelwright's
Charities,
continued.

SITUATION.	TENANCY.	Annual Rent.	OBSERVATIONS.
		£. s. d.	
Township of Elland, parish of Halifax, county of York - - - }	From year to year - - }	400 - -	
Township of Rishworth, parish of Halifax, county of York - - }		.	
Township of Soyland, parish of Halifax, county of York - - }	Lease for years commencing }	550 - -	
Township of Barkisland, parish of Halifax, county of York - - }			
Township of Barkisland, and parish of Halifax, county of York - - }	From year to year - - }	23 - -	
Township of Rishworth, in the county of York - - - }	- ditto -	8 9 8	
Township of Barkisland, parish of Halifax, county of York - - }	- ditto -	24 14 -	
Township of Barkisland, parish of Halifax, county of York - - }	- ditto -	15 13 -	
Township of Rishworth, parish of Halifax, county of York - - }	- ditto -	36 12 6	
Township of Rishworth, parish of Halifax, county of York - - }	- ditto -	17 14 -	
Township of Stainland, parish of Halifax, county of York - - }	- ditto -	54 6 3	
Township of Stainland, parish of Halifax, county of York - - }	- ditto -	29 16 7	
Parish of Sandal Magna, county of York - - - - - }	- ditto -	30 - -	
Dewsbury, parish of Dewsbury, county of York - - - - }	- ditto -	4 9 6	
Emley, parish of Emley, county of York - - - - - }	- ditto -	15 13 7	
Crofton, parish of Crofton, county of York - - - - - }	- ditto -	240 - -	
Dewsbury and Earlsheaton, parish of Dewsbury, county of York - }	- ditto -	111 - -	
Leeds, borough of Leeds, county of York - - - - - }	- ditto -	80 - -	
Township of Ossett, parish of Dewsbury, county of York - - - }	- ditto -	37 17 4	
Township of Flocton, parish of Thornhill, county of York - - }	- ditto -	16 - -	
Township of Ossett, parish of Dewsbury, county of York - - - }	- ditto -	18 8 10	
Emley, parish of Emley, county of York - - - - - }	- ditto -	124 12 10	
Township of Thornes, parish of Wakefield, county of York - - }	- ditto -	30 12 6	
Dewsbury, parish of Dewsbury, county of York - - - - }	- ditto -	13 19 -	
Royston, parish of Royston, county of York - - - - - }	- ditto -	37 6 9	
Sandal Magna, parish of Sandal Magna, county of York - - }	- ditto -	9 - -	





